

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, June 18, 2019, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 PM CALL TO ORDER
 PLEDGE OF ALLEGIANCE
 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
 VILLAGE BOARD MEETING HELD ON JUNE 4, 2019.

ACTION: Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER RESOLUTION NUMBER 2019-R-065 RECOGNIZING THE
 TINLEY PARK BULLDOGS LACROSSE TEAMS ON THEIR
 ACHIEVEMENTS. - **Clerk Thirion**

ACTION: Discussion:
 The Tinley Park Bulldogs Youth Lacrosse teams participate in the Illinois Boys
 Lacrosse Association and the Illinois Girls Lacrosse League. Both leagues span
 the State of Illinois. The following Bulldogs teams are recognized for their
 achievements:

- The fifth and six grade Lady Bulldogs team won the Minors Tier II Championship and the Fresh Coast Tournament in Michigan on May 5th;
- The seventh grade Lady Bulldogs tam won Majors Tier II Championship; and
- The fifth and sixth grade boys' team won the 12U B Silver Tier I Championship and placed first in a division of twenty-two teams.

No specific action required.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-054 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGIES FOR THE POLICE STATION SHOOTING RANGE CLEANING SERVICES.
- B. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-055 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE.
- C. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-053 APPROVAL OF AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS IN MABAS (MUTUAL AID BOX ALARM SYSTEM) DIVISION 24.
- D. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-052 APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE WITH THE MOKENA FIRE PROTECTION DISTRICT.
- E. CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-034 AMENDING TITLE VII CHAPTER 79 ENTITLED "PARKING SCHEDULE I" AND "PARKING SCHEDULE II" PERTAINING TO CERTAIN PARKING RESTRICTIONS ALONG SYCAMORE COURT.
- F. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-051 APPROVING THE CREATION OF THE VILLAGE OF TINLEY PARK COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS.
- G. CONSIDER REQUEST FROM THE NATIONAL ASSOCIATION OF TOWN WATCH (NATW) TO PROCLAIM TUESDAY, AUGUST 6TH, 2019 AS THE 36TH ANNUAL NATIONAL NIGHT OUT IN THE VILLAGE OF TINLEY PARK.
- H. CONSIDER REQUEST FROM SAINT STEPHEN, DEACON AND MARTYR, CATHOLIC CHURCH TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING JUNE 19, 2019, WITH THE WINNER BEING DRAWN EACH WEDNESDAY AT SIDESTREET TAVERN, 18401 NORTH CREEK DRIVE.

- I. CONSIDER REQUEST FOR A BLOCK PARTY ON SUNDAY, JULY 21, 2019, ON HORSESHOE DRIVE BETWEEN 8400 AND 16456, FROM 2:00 P.M. TO 10:00 P.M.
- J. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JUNE 22, 2019, ON CREEKSIDE AVENUE BETWEEN 170TH PLACE AND 169TH STREET FROM 11 A.M. TO 10 P.M.
- K. CONSIDER REQUEST FOR A BLOCK PARTY ON SATURDAY, JULY 6, 2019, ON OTTAWA AVENUE BETWEEN 17394 TO 17342 FROM 2:00 P.M. TO 10:00 P.M.
- L. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 3, 2019, ON DELAND COURT BETWEEN 8120 TO 8131 FROM NOON TO 10 P.M.
- M. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, SEPTEMBER 7, 2019, ON 66TH AVENUE BETWEEN 177TH STREET AND 179TH STREET FROM NOON TO 10:00 P.M.
- N. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,841,602.50 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 7, 2019 AND JUNE 14, 2019.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-0-029 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS DV LIQUOR/VIDEO LICENSE (LOS 3 BURRITOS #2, 8005 183RD STREET) - **President Vandenberg**

ACTION: Discussion: The proposed Ordinance would increase the Class DV Liquor/Video Licenses by one (1). Video Gaming for this establishment is permitted. The respective license will be for the following business:

- Los 3 Burritos #2, 8005 183rd Street. Video gaming is proposed at this location. Video Gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class DV liquor/video licenses would be three (3). This item was discussed at the Committee of the Whole meeting held on May 28, 2019, and the Administration and Legal Committee held on June 11, 2019. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-033 AMENDING TITLE III, CHAPTER 36, SECTION 36.03 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "PURCHASING MANUAL ADOPTED BY REFERENCE." - **Trustee Glotz**

ACTION: Discussion: This ordinance amends Section 36.03 to denote that the Purchasing Manual is incorporated into the Village's Fiscal Policies Manual. The Purchasing Policy itself is being updated for clarity and to correct scrivener's errors in the version adopted in 2017. Additionally, the Purchasing Policy is being modified to provide an increased threshold of \$7,500 where multiple quotes are required for small contractual work such as restorations after repair of a main break. This item was discussed at the Public Works Committee meeting held on June 11, 2019 and recommended for approval. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE NUMBER 2019-O-032 AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "WATER" PERTAINING TO THE REPLACEMENT OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES - **Trustee Glotz**

ACTION: Discussion: This ordinance provides for three primary changes:

1. The Village previously initiated a program to replace all of the water meters and implement Advanced Metering Infrastructure (AMI) throughout the utility system whereby meter readings are obtained electronically. After a number of attempts, we have been unsuccessful in obtaining access to the residence or other building to replace existing meters for approximately 2% of the meter population. These unreplaced meters are potentially underregistering, or may no longer be recording, consumption. Additionally, these older meters require the Village to continue to send a person out to each address to obtain these readings manually. Because these meters are spread throughout the community, the meter reading process is now considerably more difficult and time consuming. Section 50.056 is being amended to create a new "Non Compliance" service fee of \$200 for each billing cycle in which access to the metering device has been withheld or denied. This is intended to both encourage compliance with the Village's meter replacement

requests and to compensate the Village for the extra costs required to maintain these meters in the system. These old meters are likely under registering consumption due to age. Additionally, it allows the Village to discontinue water service for failure to grant the Village access to the meter for inspection or service, if we do not otherwise obtain compliance.

2. The ordinance changes the delivery method for delinquent account notices from "Red Cards" placed on the door of the residence or business, to a mailed notice via Priority Mail. It can often take several days for employees to distribute the notices and delays taking action on delinquent accounts. This change addresses privacy concerns occasionally raised by the "Red Card" system, and provides the Village with a confirmation of delivery of the notice. A "Delinquency" charge of \$25 is proposed to cover the delivery costs of the notices. Services can be scheduled for shut off no sooner than 72 hours after the notice has been delivered.
3. The Village has charged \$25 to reinstate water services after a shut off. This fee has not been adjusted in decades. After analysis, it has been determined that the fee should be increased to \$150 to more accurately reflect the labor and equipment costs associated with this process. This item was discussed at the Public Works Committee held on June 11, 2019 and recommended for approval.

This Ordinance is eligible for adoption.

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-056 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING. - **Trustee Glotz**

ACTION: Discussion: Upon the completion of a bid process for lining the sanitary sewers along Ridgeland Ave. The following 5 bids were received on January 30, 2019.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Insituform Technologies	Orland Park, IL	\$786,319.00
Michels Corporation		\$972,790.00
Hoerr Construction		\$1,034,470.00
Benchmark Construction		\$1,148,173.00
Visu-Sewer		\$1,178,040.75

Consider awarding a contract to Insituform Technologies for \$786,319. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-057 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN ENGINEERING TO PERFORM A WATER SYSTEM ANALYSIS AND MODEL PREPARATION. - Trustee Glotz

ACTION: Discussion: Distribution system modeling is used to predict the performance of a water system to solve a wide variety of issues. These issues include design, operations, system planning, water quality, water loss, energy management, and emergency response.

Consider awarding a contract to Baxter & Woodman Engineering in the amount not to exceed \$60,000. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-058 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM CONTRACT RENEWAL. - Trustee Glotz

ACTION: Discussion: The Village sought a qualified contractor to conduct a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance: Operate and inspect a portion of our hydrants in our water system for problems. Inspections are performed on 1,150, roughly one-third, of the Village's hydrants.

Fire Hydrant Flow Testing: Check pressure and volume of water flowing from hydrant. Full flow operation on one-fifth, approximately 700 hydrants, to ensure the water main capacity is in accordance with ISO, NFPA, and AWWA requirements.

Water System Leak Survey: Detecting non-visible leaks in our water system. Use instrumentation on water valves, hydrants, and water services to listen for leaks. If leaks are found, use leak correlation machine to pinpoint leaks. Approximately 130 miles of water main is surveyed each year for leaks.

Valve Exercising: Operate and inspect a portion of valves in our water system for problems. Locate, operate, and inspect 1,025 or one-third of the Village's water valves each year. Consider renewing the contract with M.E. Simpson Co. in the amount not to exceed \$149,300. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-059
APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND TOTAL AUTOMATION CONCEPTS FOR BUILDING
AUTOMATION ANNUAL SERVICE. - **Trustee Glotz**

ACTION: Discussion: Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village Facilities Building Automation Systems. In general the scope of services includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage;
2. Routine preventive maintenance, technical assistance, and server/system updates; and
3. Equipment testing, calibration, and control repairs.

Public Works is tasked with proper upkeep of all Facilities Building Automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts has utilized their extensive intricate knowledge of our Building Automation System to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Consider awarding a contract to Total Automation Concepts in the amount of \$55,224. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-060 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J & J NEWELL CONCRETE CONTRACTORS, INC. FOR THE 2019 CONCRETE FLATWORK AND CURB PROGRAM. - **Trustee Glotz**

ACTION: Discussion: Two (2) bids were received on June 4, 2019. The bid results are below. The lowest, responsible bidder was J&J Newell Concrete Contractors, Inc. in the amount of \$224,804.50.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
J&J Newell Concrete Cont., Inc.	Burnham, IL	\$224,804.50
Davis Concrete Construction Co.	Monee, IL	\$235,411.00

Engineer’s Estimate: \$232,030

Sufficient funding is provided in this year’s budget under FY20 Road and Bridge and Capital Improvement Funds. This project was bid with potential for it being a 3 year contract with a 2.5% increase per year based on the performance of the contractor.

Consider awarding a contract to J & J Newell Concrete Contractors, Inc. in the amount of \$224,804.50. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-061 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRAFFIC CONTROL COMPANY FOR THE 2019 PAVEMENT STRIPING PLAN. - **Trustee Glotz**

ACTION: Discussion: Four sealed bids were received on June 4, 2019. The low responsible bidder was Traffic Control Company in the amount of \$58,483.50. Due to the bids coming in well under-budget, we would like to increase the quantity and overall cost of work by 50%. The increase would bring the total cost of the project to \$87,000.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Traffic Control Company	South Holland, IL	\$58,483.50
Precision Pavement Marking, Inc.	Pingree Grove, IL	\$59,638.75
Marking Specialists Corporation	Cary, IL	\$134,858.75
RoadSafe Traffic Systems, Inc.	Romeoville, IL	\$169,843.75

Engineer’s Estimate \$115,955.00

Sufficient funding is provided in this year's budget under FY20 Road and Bridge fund. This project was bid with potential for it being a 3 year contract with a 1.25 % increase per year based on the performance of the contractor.

Consider awarding a contract to Traffic Control Company in the amount of \$58,483.50. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-062 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING LOT IMPROVEMENT PROJECT. - **Trustee Glotz**

ACTION: Discussion: Six (6) bids were received on June 4, 2019. The bid results are below and the bid tab is attached. The lowest, responsible bidder was K-Five Construction in the amount of \$495,161.96.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
K-Five Construction Corporation	Bensenville, IL	\$495,161.96
Gallagher Asphalt Corporation	Thornton, IL	\$496,325.80
Iroquois Paving Corporation	Watseka, IL	\$505,221.86
PT Ferro Construction Company	Joliet, IL	\$554,538.21
Austin-Tyler Construction, Inc.	Elwood, IL	\$574,257.64
D Construction Co.	Coal City, IL	\$618,312.97
Engineer's Estimate		\$521,407.55

Sufficient funding is provided in this year's budget under FY20 Capital Improvement Funds.

Consider awarding this contract to K-Five Construction Corporation in the amount of \$495,161.96. This item was discussed at the Public Works Committee meeting held on June 11, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-064 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN, INC. FOR THE LAGRANGE ROAD UTILITY ENGINEERING PROPOSAL. - **Trustee Glotz**

ACTION: Discussion: The Village has been in the process of extending watermain and sanitary sewer west towards LaGrange Road for over a year now in order to provide the necessary utility services to the undeveloped parcels for future development. The Village is planning to have a Master Plan prepared by one of our engineering consultants.

We received two (2) proposals from Robinson Engineering and Baxter & Woodman, Inc. for their engineering services. Each engineering firm researched and provided proposals based on the same services that need to be provided in order to complete the project. Those services include utility sizing, topographic surveys, routing of utilities, options for the utility alignments, drawings and specifications as well as an engineer's opinion of probable construction costs. The proposal provided by Baxter & Woodman, Inc. is in the amount of \$78,400.

Consider awarding a contract to Baxter & Woodman, Inc. in the amount of \$78,400. This item was discussed at the Public Works Committee meeting held on June 18, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ORDINANCE NUMBER 2019-O-035 APPROVING TEXT AMENDMENTS TO SECTION II (DEFINITIONS) AND V.B (SCHEDULE OF REGULATIONS) OF THE ZONING ORDINANCE FOR SHORT-TERM RENTAL REGULATIONS - **Trustee Mueller**

ACTION: Discussion: In response to nuisance and safety complaints regarding existing short-term rentals (STR) staff drafted Text Amendments to the Zoning Ordinance to regulate their use as an accessory use to owner occupied residential dwelling units. The proposed amendment includes a definition and provides for a 500 foot minimum distance between STRs within residential districts. The draft regulations were discussed and reviewed by the Plan Commission at a Public Hearing on March 07, 2019; the Commission voted 9-0 to recommend APPROVAL of the Text Amendments. **This Ordinance is eligible for a first reading.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ORDINANCE NUMBER 2019-O-036 APPROVING TEXT AMENDMENTS TO TITLE XI (BUSINESS REGULATIONS) AND CREATING A NEW CHAPTER 129J ENTITLED SHORT TERM RENTAL OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCE FOR SHORT-TERM RENTAL REGULATIONS - **Trustee Brennan**

ACTION: Discussion: In response to nuisance and safety complaints regarding existing short-term rentals (STR), staff drafted Text Amendments to the Municipal Code of Ordinances to require short term rentals to be licensed on an annual basis with the Village. The proposed amendment includes the following requirements:

- Short-term rental properties are limited to owner-occupied units.
- Annual license fee of \$50.
- An on-site safety inspection by staff prior to issuance of a license.
- A short-term rental cannot be licensed and operated if the applicant has outstanding Village debt or violations.
- Fines and Revocation language for violations

The draft regulations were approved by the Community Development Committee on January 8, 2019 and Public Safety Committee on June 11, 2019. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-063 APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PANDUIT CORPORATION FOR THE DEVELOPMENT OF 17301 RIDGELAND AVENUE TINLEY PARK, COOK COUNTY, ILLINOIS - **Trustee Mueller**

ACTION: Discussion: Panduit Corporation requests an economic development incentive to complete a Phase II Environmental Study for a portion of the property located 17301 Ridgeland Ave. The total rebate incentive will not exceed \$200,000 in TIF eligible expenses. This project meets the goals and objectives established in the Economic Incentive Policy as set forth by the Economic and Commercial Commission and the Village Board of Trustees.

The Economic and Commercial Commission recommended approval of this proposed economic development incentive at their meeting on April 15, 2019; the Community Development Committee recommended approval of the request at their meeting on May 28, 2019. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #20

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #22

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE

OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

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Regular Meeting of the Board of Trustees - Minutes

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JUNE 4, 2019**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on June 4, 2019. President Vandenberg called this meeting to order at 7:34 p.m. and led the Board and audience in the Pledge of Allegiance.

Village President:	Jacob C. Vandenberg
Village Clerk:	Kristin Thirion
Trustees:	Cynthia A. Berg William P. Brady William A. Brennan Diane M. Galante Michael W. Glotz Michael G. Mueller
Absent:	None
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Patrick Connolly

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

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to approve and place on file the minutes of the regular Village Board Meetings held on May 21, 2019. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Galante, to **APPOINT KIMBERLY CLARKE TO THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR**. Kimberly was hired by the Village in January 2018. The intention was for her to be promoted to the position of Community Development Director after a short period of time as Planning Manager. Ms. Clarke has over 13 years of experience and has direct experience in planning, economic development and building services. She has partnered with the current acting CD Director, Paula Wallrich, on many projects. Ms. Wallrich will revert to the Planning Manager position as a result of this change. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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Regular Meeting of the Board of Trustees - Minutes

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

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

- A. CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-041 APPROVING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTHBROOK AS PLAINTIFFS AND THE CITY OF KANKAKEE AND RELATED ENTITY MTS CONSULTING, LLC AS DEFENDANTS RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES.
- B. CONSIDER REQUEST FROM BANKERSLIFE TO CONDUCT THE 17TH ANNUAL BANKERSLIFE FORGET ME NOT TAG DAYS FUNDRAISER TO BENEFIT THE ALZHEIMER'S ASSOCIATION ON THURSDAY, JUNE 20TH, 2019 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER REQUEST FROM INGALLS DEVELOPMENT FOUNDATION TO CONDUCT A RAFFLE ON JUNE 1, 2019 AT THE TINLEY PARK CONVENTION CENTER WITH THE WINNER DRAWN THAT DAY.
- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, ON 172ND STREET, BETWEEN OAK PARK AVENUE AND 67TH COURT (VFW) FROM 9:00 A.M. TO 3:00 P.M.
- E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,282,599.06 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 24 AND MAY 31, 2019.

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

The following item was postponed to the Administration and Legal Committee on June 11, 2019, **ORDINANCE NUMBER 2019-O-027 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE-- ADDITION OF ONE (1) CLASS AV LIQUOR/VIDEO LICENSE (BUFFALO WILD WINGS, 7301 W. 183RD STREET).** The proposed Ordinance would increase the Class AV Liquor/Video Licenses by one (1). The applicant

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Regular Meeting of the Board of Trustees - Minutes

currently operates a full services restaurant and bar at 7301 W. 183RD Street. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Buffalo Wild Wings, 7301 W. 183rd Street. Video gaming is proposed at this location.

Vote by voice call. President Vandenberg declared the motion carried.

The following item was postponed to the Administration and Legal Committee on June 11, 2019, **ORDINANCE NUMBER 2019-0-028 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) AV LIQUOR/VIDEO LICENSE (PRIMAL CUT STEAKHOUSE, 17344 OAK PARK AVENUE).**

The proposed Ordinance would increase the Class AV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 17344 Oak Park Avenue. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Primal Cut Steakhouse, 17344 Oak Park Avenue. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV liquor/video licenses would be sixteen (15). President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

The following item was postponed to the June 18, 2019, Village Board Meeting, to adopt and place on file **ORDINANCE NUMBER 2019-0-029 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS DV LIQUOR/VIDEO LICENSE (LOS 3 BURRITOS #2, 8005 183RD STREET).** The proposed Ordinance would increase the Class DV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant and bar at 18811 S. 80th Avenue. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Los 3 Burritos #2, 8005 183rd Street. Video gaming is proposed at this location.

Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brady, to adopt and place on file **ORDINANCE NUMBER 2019-O-030 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS EV LIQUOR/VIDEO GAMING LICENSE (POP'S ITALIAN BEEF AND SAUSAGE, 7301 183RD STREET).** The proposed Ordinance would increase the Class EV Liquor/Video Licenses by one (1). The applicant currently operates a full services restaurant at 7301 W. 183rd Street. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Pop's Italian Beef and Sausage, 7301 183rd Street. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class EV liquor/video licenses would be nine (9). President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Glotz. Nays: Galante, Mueller. Absent: None. President Vandenberg declared the motion carried.

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Regular Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Glotz, seconded by Trustee Galante, to adopt and place on file **ORDINANCE NUMBER 2019-O-031 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS AV-1 LIQUOR/VIDEO LICENSE (UNION BAR AND GRILL, 17821 80TH AVENUE)**. The proposed Ordinance would increase the Class AV-1 Liquor/Video Licenses by one (1). The applicant is opening a full service restaurant and bar at 17821 80th Avenue. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Union Bar and Grill, 17821 80th Avenue. Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV-1 liquor/video licenses would be nine (9). President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: Galante. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-043 APPROVING AN AGREEMENT WITH WGN RADIO FOR A TOURISM ADVERTISING CAMPAIGN IN CONJUNCTION WITH THE ILLINOIS BUREAU OF TOURISM MARKETING PARTNERSHIP GRANT**. The Village received a MPP (Marketing Partnership Program) grant from the State of Illinois tourism bureau for \$23,300 to fund a tourism-focused radio campaign (at a 50% match rate). The objective of this tourism marketing effort is to increase Tinley Park's brand awareness, to promote the Village's hospitality-related amenities and persuade visitors to visit Tinley Park for entertainment (benches, music, special events, and breweries), dining and shopping. The grant parameters require advertising outside of a 50-mile radius and the funds must be used during the State's fiscal year ending June 30, 2019. The Village has chosen to partner with WGN radio for this campaign because of their five-state reach, affiliation with the Chicago White Sox, and credibility. The campaign will include a walk-thru video hosted by a WGN radio personality, radio commercials during the Chicago White Sox home games in June, an in-studio tasting featuring Tinley Park's local brewers and a mix of live read and recorded commercials. Funding has been earmarked in the Village's FY20 budget to cover the local match. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adopt and place on file **RESOLUTION NUMBER 2019-R-044 APPROVING AN AGREEMENT AND APPOINTMENT WITH RORY GROUP, LLC AS THE VILLAGE LOBBYIST**. President Vandenberg is appointing Rory Group, LLC as the Village's lobbyist. They will do as much work as we ask them to do according to what is outlined in the agreement for a contracted amount of \$3,000 per month. Rory Group will provide the service of lobbying for Cook County in addition to the State, and also provide the Village Board with quarterly reports. Consider approving the agreement with Rory Group, LLC for a contracted amount of \$3,000 per month. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ORDINANCE NUMBER 2019-O-025 APPROVING TEXT AMENDMENTS TO SECTION**

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Regular Meeting of the Board of Trustees - Minutes

III.W. (REGULATIONS FOR PERSONAL WIRELESS SERVICE FACILITIES) OF THE ZONING ORDINANCE FOR REGULATIONS RELATED TO TELECOMMUNICATION SERVICE AND SMALL CELL WIRELESS FACILITIES. Staff drafted text amendments to the Zoning Ordinance for Telecommunication Service Facilities (TCSF) in response to several inquiries and state law changes with respect to small cell wireless antennas. Staff also improved Section III.W. as a whole in order to clarify and update the Village's regulations for freestanding cell towers, antennas/co-locations, small cell antennas, distributed antenna systems, and related definitions. The draft changes will replace the existing code section in its entirety. The Village Attorney and Public Works Department assisted Planning staff in reviewing the draft text changes. The Plan Commission held a Public Hearing on May 2, 2019, and voted unanimously (4-0) to recommend APPROVAL of the text amendments. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-045 AMENDING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND SOUTH STREET DEVELOPMENT, LLC.** A request to amend the Rebate Sharing portion of the Incentive Agreement from sharing half the percentage of the leased commercial space to sharing 50% of the increment if more than 25% of the available space is leased and 25% of increment regardless of the amount of space leased.

Planned improvements for the vacant land located at 6701-6755 South Street will include a 4 story 165 unit mixed use development with 30,000 square feet of commercial space, 100 new public parking spaces, a 181 private parking spaces, a private swimming pool, public infrastructure improvements and public streetscape. The total rebate incentive package will not exceed \$7,026,000 to include an amount not to exceed \$2,200,000 for public infrastructure improvements and an amount not to exceed \$4,826,000 for TIF eligible expenses. The incentive also includes land value estimated at \$500,000 creating a total estimated incentive package of \$7,526,000. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. Village Attorney Patrick Connelly stated that the Village continues to work with this developer and is in the process is moving along to begin construction on this project. Vote on roll call: Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: Berg. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-046 SUPPORTING A CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER) REAL ESTATE TAX ASSESSMENT APPLICATION BY R.G. RILEY AND SONS, INC FOR AN INDUSTRIAL DEVELOPMENT LOCATED AT 17700 DUVAN DRIVE TINLEY PARK, COOK COUNTY, ILLINOIS.** This Resolution provides support for the Cook County Class 6B SER incentive which reduces the tax assessment ratio for the property at 17700 Duvan Drive from 25% to 10% for a 10 year period, 15% in the 11th year and 20% in the 12th year. The property is in the Duvan Industrial Park and the municipally designated Tinley Park Mental Health Center TIF District. This project meets the goals and objectives for encouraging redevelopment and business retention in Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. The Economic and Commercial Commission recommended approval of this proposed economic development incentive at their meeting on April 15, 2019; the Community Development Committee

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Regular Meeting of the Board of Trustees - Minutes

recommended approval of the request at their meeting on May 28, 2019. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2019-R-047 RECOMMENDING A COOK COUNTY CLASS 7B RECLASSIFICATION FOR TOP HOSPITALITY FOR A COMMERCIAL DEVELOPMENT (TWO MARRIOTT HOTELS) LOCATED AT 18300 96TH AVENUE, COOK COUNTY, ILLINOIS.** This Resolution provides support for the Cook County Class 7B incentive which reduces the tax assessment ratio for the property at 18300 96th Avenue from 25% to 10% for a 10 year period, 15% in the 11th year and 20% in the 12th year. The property is located in the municipally designated LaGrange Road Blighted Area. This project meets the goals and objectives established in the Economic Incentive Policy as set forth by the Economic and Commercial Commission and the Village Board of Trustees.

The Community Development Committee recommended approval of this proposed economic development incentive on May 28, 2019. The Economic and Commercial Commission reviewed the proposal at its May 31, 2019 meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-048 AWARDED AN OAK PARK AVENUE CODE COMPLIANCE GRANT TO SUSAN CHAFI FOR PROPERTY LOCATED AT 17451 OAK PARK AVENUE TINLEY PARK, COOK COUNTY, ILLINOIS.** This Resolution approves a Code Compliance Grant for Susan Chafi. Planned improvements for the building at 17451 Oak Park Avenue will include a new fire alarm system as required by the Tinley Park Building Code. The total matching grants will not exceed \$5,375. The Community Development Committee recommended approval of this proposed grant on May 28, 2019. The Economic and Commercial Commission reviewed the proposal at its May 31, 2019 meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt and place on file **RESOLUTION NUMBER 2019-R-049 AWARDED AN OAK PARK AVENUE SIGN GRANT TO ED AND JOE'S RESTAURANT AND PIZZERIA FOR PROPERTY LOCATED AT 17332 OAK PARK AVENUE TINLEY PARK, COOK COUNTY, ILLINOIS (MICHAEL CLARK, OWNER).** This Resolution approves a Sign Grant for Ed and Joe's Restaurant. Planned improvements for the building at 17332 Oak Park Avenue will include a new sign. The total matching grants will not exceed \$2,495. The Economic and Commercial Commission recommended approval of the grant request at its April 15, 2019 meeting; the Community Development Committee recommended approval of the request at its May 28, 2019, meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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Regular Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION NUMBER 2019-R-042 APPROVING A MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NEW CINGULAR WIRELESS PCS, LLC (D/B/A AT&T)**. The Master Pole Agreement was drafted based on the recommendation of the Illinois Municipal League, Village Attorney, and Village Planning staff. The agreement will permit the location of AT&T small cell wireless equipment on the Village's municipally-owned utility poles in compliance with the Illinois Small Wireless Facilities Deployment Act. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt and place on file **RESOLUTION NUMBER 2019-R-050 OPPOSING THE ZONING MAP AMENDMENT REQUEST FOR 18501 SOUTH RIDGELAND AVENUE, UNINCORPORATED COOK COUNTY, ILLINOIS**. This Resolution opposes a Zoning Map Amendment for an unincorporated property of land located at 18501 South Ridgeland Avenue. The applicant is requesting to rezone the property from Cook County R-4 Single Family Residence to Cook County I-1 Restricted Industrial District. The property is adjacent to existing attached single-family townhomes within the R-6 (Medium Density Residential) Zoning District. The Village's Comprehensive Plan proposes this property to be zoned Residential, and therefore the proposed Cook County I-1 Restricted Industrial District is in conflict with the vision for this area. The permitted uses allowed under the Cook County I-1 Zoning District are incompatible with existing adjacent residential uses. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. Deputy Community Development Director Paula Wallrich noted that the Village opposition to this pushes the County to need a super majority vote on this amendment to their zoning map. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

Village Manager David Niemeyer thank Paula Wallrich for three (3) years of hard work as the Interim Community Development Director and congratulated Kimberly Clarke on her promotion to Community Development Director.

He also referred to a newspaper article that was published regarding a proposed Racino at the Tinley Park Mental Health Center property. He noted that the State legislature passed an expanded gambling bill over the past weekend. Mr. Niemeyer noted that this is a great opportunity for the Village and will be a boon to the South Suburbs as well. The development would consist of a Racino, high end hotels and restaurants. This proposed development can convert a blighted property and put this property on the tax rolls, as well as, create jobs. It is located near I-80 and is consistent with the entertainment appeal of the area. The property still needs to be purchased from the State and remediation still needs to occur. The gambling license still needs to be acquired. The development process will be transparent.

Marketing Director Donna Framke stated the summer events season has begun. The first Cruise Night was held on June 4th, the farmer's market began on June 1st, and the first Music in the Plaza will be held on June 15th.

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Regular Meeting of the Board of Trustees - Minutes

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

Trustee Glotz invited the community to support the Sixth Annual Kiera and Friends Lemonade Stand on June 15, 2019, from 10:30 a.m. to 2:30 p.m. at 16906 Sandy Lane. All proceeds to REACT for Ryan, a local organization providing training and support to first responders needing emotional and mental assistance, in memory of Lt. Ryan Elwood.

Trustee Glotz also thanked Paula Wallrich for her help and hard work.

Trustee Mueller thanked Paula Wallrich for help and looks forward to working with Kimberly Clarke. He thanked Marketing Director Donna Framke for meeting the timelines for the marketing campaign. He asked the Mayor when the bi-weekly reports on gaming would begin. Mayor Vandenberg stated this week.

Trustee Brady thank Paula Wallrich for her hard work. He also thanked Fire Chief Reeder for presenting the ceremony for decommissioning Fire Station 47 and looks forward to opening the new Fire Station in 2020.

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

A citizens stated his concerns about the garbage trucks picking up garbage at 4:00 a.m. at Jewel. He would like to see citations being given to Jewel. Mayor Vandenberg stated that staff would get back to him to work on possible solutions.

Mike Stuckly stated concerns with regard to the Magnuson Development. He expressed concerns about the Village Attorney meeting with a resident and the cost to the Village.

A citizen stated concerns regarding funding for police staffing and concerns about police reports begin made public on social media.

A citizen questioned the term Racino.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, at 8:28 p.m. to adjourn to Executive Session to discuss the following:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

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Regular Meeting of the Board of Trustees - Minutes

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

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

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the regular Board meeting at 9:56 p.m.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to adjourn the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the regular Board meeting at 9:56 p.m.

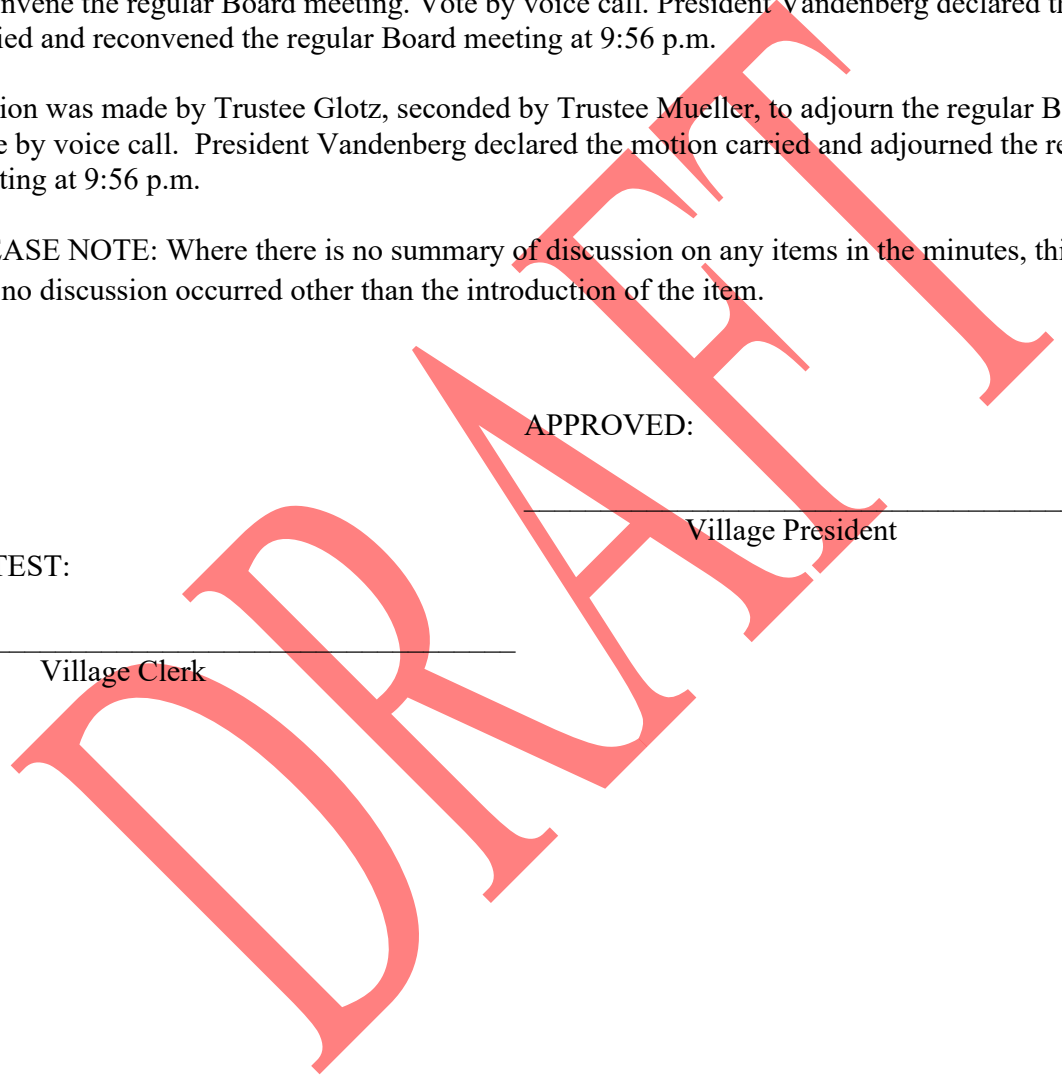
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk



**CONSIDER RECOGNIZING THE
TINLEY PARK BULLDOGS
LACROSSE TEAMS
ON THEIR ACHIEVEMENTS**

CLERK THIRION



Interoffice

Memo

Date: June 14, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Police Department Shooting Range Cleaning

Presented for June 18th, 2019 Village Board Meeting Agenda discussion and possible action:

Description:

Approve a service contract with Best Technology Systems of Plainfield, Illinois for the annual cleaning, maintenance and disposal of hazardous waste associated with the operation of the Police Department shooting range in the amount of \$18,110.00. In general the scope of services includes:

1. Visual inspection of bullet traps for wear/damage;
2. Remove spent bullets, HEPA vacuum bullet trap and surround area;
3. Provide proper containers for any hazardous material generated from the site;
4. Inspect, supply and install the proper filter for the facility; and
5. Provide proper removal and disposal for hazardous materials from site/facility.

Background: Per EPA and other governing bodies' requirements, Public Works is tasked with proper cleaning and lead removal of the Pistol Range. In response to direction given by the PW Committee, staff has researched the following items and offers the following:

Three additional qualified vendors were contacted and declined to provide quotes. All three were from out of state and the distance to travel to Illinois would make it impractical for them to be competitive. Six shooting range managers in the area, including the City of Chicago, are similar in complexity to Tinley's were contacted. All six have contracted with Best Technology Systems for a scope of services and pricing that compares favorably with the quote provided to the Village.

The Village has contracted with Best Technology Systems for the past 12 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	24,150.00
<u>Contract Amount</u>	<u>18,110.00</u>
Difference – UNDER BUDGET	\$6,040.00

Staff Direction Request:

1. Approve a service contract with Best Technologies of Plainfield Illinois for the annual shooting range maintenance in the amount of \$18,110.00.

2. Direct staff as necessary.



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

RESOLUTION
NO. 2019-R-054

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BEST TECHNOLOGIES FOR POLICE STATION SHOOTING RANGE CLEANING
SERVICES**

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

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

RESOLUTION NO. 2019-R-054**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGIES FOR POLICE STATION SHOOTING RANGE CLEANING SERVICES**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Best Technologies, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-054, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGIES FOR POLICE STATION SHOOTING RANGE CLEANING SERVICES,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: June 14, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Murphy And Miller, Inc.

Presented for June 18th, 2019 Village Board Meeting Agenda discussion and possible action:

Description:

Approve a service contract with Murphy And Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units. In general the scope of services includes:

1. Inspection of HVAC Systems for wear/damage
2. Routine preventive maintenance and inspections
3. Equipment startups, shutdowns, and control repairs

Background: Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 80 year, Murphy And Miller has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy And Miller has utilized their extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy And Miller for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	16,140.00
<u>Contract Amount</u>	<u>16,786.43</u>
Difference – Over Budget	\$646.40

Staff Direction Request:

1. Approve a service contract with Murphy And Miller of Chicago Illinois for the annual maintenance and inspections in the amount of \$16,786.43.
2. Direct staff as necessary.

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

RESOLUTION
NO. 2019-R-055

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE**

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

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

RESOLUTION NO. 2019-R-055**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Murphy and Miller, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-055, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: June 5, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Murphy And Miller, Inc.

Presented for June 11th, 2019 Public Works Committee Agenda discussion and possible action:

Description:

Approve a service contract with Murphy And Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units. In general the scope of services includes:

1. Inspection of HVAC Systems for wear/damage
2. Routine preventive maintenance and inspections
3. Equipment startups, shutdowns, and control repairs

Background: Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 80 year, Murphy And Miller has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy And Miller has utilized their extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy And Miller for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	16,140.00
<u>Contract Amount</u>	<u>16,786.43</u>
Difference – Over Budget	\$646.40

Staff Direction Request:

1. Approve a service contract with Murphy And Miller of Chicago Illinois for the annual maintenance and inspections in the amount of \$16,786.43.
2. Direct staff as necessary.



Interoffice Memo

Date: June 5, 2019
To: Pat Carr, Asst. Village Manager
From: Forest Reeder, Fire Chief 
Re: MABAS Division 24 Master Automatic Aid Agreement

Pat;

MABAS Division 24 has developed a master Automatic Aid Agreement for use between all Departments using the same standard agreement. Previously, each Department had to execute individual agreements with Departments/Districts they wished to have an automatic aid agreement with. The intent is to simplify and consolidate the agreements within our Division using the same document and language for consistency purposes.

Our legal counsel for the Village has reviewed and approved the use of this document for Division 24 purposes. The Fire Department will continue to abide by other existing agreements and review them periodically with other automatic aid departments who are not affiliated with MABAS Division 24. This agreement will automatically renew for successive one-year terms unless terminated in accordance with the requirements of the agreement.

It is my recommendation that this Agreement be discussed and executed at the next Public Safety Committee on June 11, 2019.

FFR/caf

Attach: Automatic Aid Agreement between MABAS 24 Departments

cc: D/C Steve Klotz

VISION 120

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caf

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

RESOLUTION
NO. 2019-R-053

**A RESOLUTION APPROVAL OF AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN
THE FIRE DEPARTMENTS IN MABAS (MUTUAL AID BOX ALARM SYSTEM) DIVISION 24**

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

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

RESOLUTION NO. 2019-R-053**A RESOLUTION APPROVAL OF AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS IN MABAS (MUTUAL AID BOX ALARM SYSTEM) DIVISION 24**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with the Mutual Aid Box Alarm Systems (MABAS) Division 24, a true and correct copy of such Mutual Aid Communication and Dispatching Services Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park

on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-053, **“A RESOLUTION APPROVAL OF AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS IN MABAS (MUTUAL AID BOX ALARM SYSTEM) DIVISION 24,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**AUTOMATIC AID AGREEMENT BETWEEN THE VILLAGES OF:
BURNHAM, CALUMET CITY, COUNTRY CLUB HILLS, DOLTON, EAST HAZEL CREST,
FLOSSMOOR, GLENWOOD, HARVEY, HAZEL CREST, HOMEWOD, LANSING,
LYNWOOD, MARKHAM, MUNSTER, OAK FOREST, PHOENIX, RIVERDALE,
SOUTH HOLLAND, THORNTON, and TINLEY PARK**

This Agreement is made and entered on the date next to the signature of the respective parties, by and between the Villages of Burnham, Calumet City, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Munster, Oak Forest, Phoenix, Riverdale, South Holland, Thornton, and Tinley Park referred to throughout this agreement as the "Cooperating Municipalities."

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Cooperating Municipalities have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of Automatic-aid in fire protection, firefighting and protecting life and property from an emergency or disaster; and,

WHEREAS, the Cooperating Municipalities have determined that it is in their best interests to jointly provide for communications procedures, training and other necessary functions to further the provision of the protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Cooperating Municipalities agree:

Section One - Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, using an individual Municipality's personnel and equipment to perform functions outside the territorial limits of the Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further acknowledged that in certain situations, such as the aforementioned, the use of

other Municipality's personnel and equipment to perform functions within the territorial limits of a Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that the coordination of Automatic-aid through a formal agreement is desirable for the effective and efficient provision of emergency services.

Section Two - Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Cooperating Municipalities": The Villages of Burnham, Calumet City, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Munster, Oak Forest, Phoenix, Riverdale, South Holland, Thornton, and Tinley Park;
- B. "Stricken Municipality": A Cooperating Municipality requesting Automatic-Aid if an emergency occurs;
- C. "Aiding Municipality": A Municipality furnishing equipment, personnel, and/or services to a Stricken Municipality;
- D. "Emergency": An occurrence or condition in a Municipality's territorial jurisdiction resulting in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Municipality and such that a Municipality determines the necessity and advisability of requesting aid.

Section Three - Authority and Action to Effect Automatic-Aid

- A. The Cooperating Municipalities authorize and direct their respective Fire Chief or designee to take necessary and proper action to render and/or request Automatic-Aid from other Cooperating Municipalities according to the terms of this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Municipality. The judgment of the Aiding Municipality's Fire Chief or designee shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief or his designee of the Stricken Municipality determines it advisable to request aid pursuant to this Agreement he shall notify all Cooperating Municipalities of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Municipality.
- C. The Fire Chief or designee of each Aiding Municipality shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services are requested by the Stricken Municipality;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Municipality;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Municipality;
4. Notify the Stricken Municipality if any or all of the requested equipment, personnel and/or services cannot be provided.

Section Four - Jurisdiction over Personnel and Equipment

Personnel dispatched to aid a party under this Agreement shall remain employees of the Aiding Municipality. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Municipality. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

Section Five – Calls for Service While Rendering Automatic-Aid

- A. When aid is requested from Cooperating Municipalities, the Fire Chief or Designee of the Stricken Municipality may also request assistance from MABAS to stage equipment and personnel from departments other than the Cooperating Municipalities as necessary.
- B. While the Cooperating Municipalities are rendering aid, personnel and equipment provided by MABAS shall backfill and respond to all subsequent calls for service to the Cooperating Municipalities as necessary.

Section Six - Compensation for Aid

Equipment, personnel, and/or services provided under this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties will be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Section Seven - Insurance

Each party will procure and maintain, at its sole and exclusive expense, insurance coverage as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

No party will have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction.

Section Eight - Indemnification

Each party agrees to waive all claims against all other Cooperating Municipalities for any loss, damage, personal injury, bodily injury or death in consequence of performing Automatic-Aid; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

Each party requesting or providing aid under this Agreement expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid under this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid will be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct by the party rendering aid.

Section Nine - Non-Liability for Failure to Render Aid

The rendering of assistance under this Agreement shall not be mandatory if local conditions of the Aiding Municipality prohibit response. The Aiding Municipality will immediately notify the Stricken Municipality of the Aiding Municipality's inability to respond; however, failure to immediately notify the Stricken Municipality of such inability to respond shall not constitute evidence of noncompliance with this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided under this Agreement.

Section Ten - Term

This Agreement shall be in effect for a term of one year from the date of signature and will automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the remaining Cooperating Municipalities specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery or certified mail.

Section Eleven - Effectiveness

This Agreement shall be in full force and effective upon approval by the Cooperating Municipalities in the manner provided by law and upon proper execution.

Section Twelve - Binding Effect

This Agreement will be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party, provided, however, this Agreement may not be assigned by a Cooperating Municipality without prior written consent of all other Cooperating Municipalities.

Section Thirteen - Validity

The invalidity of any provision of this Agreement will not render invalid any other provision. If any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

Section Fourteen - Notices

All notices will be in writing and shall be served personally or by certified mail as follows:

Send to:	Copy to:
Village of Burnham Attn: Mayor 14450 S. Manistee Burnham, IL 60633	Burnham Fire Department Attn: Fire Chief 14101 S. Hoxie Avenue Burnham, IL 6633
The City of Calumet City Attn: Mayor 204 Pulaski Road Calumet City, IL 60409	Calumet City Fire Department Attn: Fire Chief 684 Wentworth Avenue Calumet City, IL 60409

Send to:	Copy to:
City of Country Club Hills Attn: Village President 4200 West main Street Country Club Hills, IL 60478	Country Club Hills Fire Department Attn: Fire Chief 4360 183 rd Street Country Club Hills, IL 60478
Village of Dolton Attn: Mayor 14122 Chicago Road Dolton, IL 60419	Dolton Fire Department Attn: Fire Chief 14022 Park Avenue Dolton, IL 60419
Village of East Hazel Crest Attn: Village President 1904 174 th Street East Hazel Crest, IL 60429	East Hazel Crest Fire Department Attn: Fire Chief 17223 S. Throop Street East Hazel Crest, IL 60429
Village of Flossmoor Attn: Village Manager 2800 Flossmoor Road Flossmoor, IL 60422	Flossmoor Fire Department Attn: Fire Chief 2828 Flossmoor Road Flossmoor, IL 60422
Village of Glenwood Attn: Village Manager One Asselborn Way Glenwood, IL 60425	Glenwood Fire Department Attn: Fire Chief 605 E. Glenwood-Lansing Road Glenwood, IL 60425
City of Harvey Attn: Mayor 15320 Broadway Avenue Harvey, IL 60426	Harvey Fire Department Attn: Fire Chief 15600 Center Avenue Harvey, IL 60426
Village of Hazel Crest Attn: Village Manager 3000 W. 170 th Place Hazel Crest, IL 60429	Hazel Crest Fire Department Attn: Fire Chief 2903 175 th Street Hazel Crest, IL 60429
Village of Homewood: Attn: Village Manager 2020 Chestnut Rd. Homewood IL 60430	Homewood Fire Department Attn: Fire Chief 17950 Dixie Highway Homewood, IL 60430
Village of Lansing Attn: Village Administrator 3141 Ridge Road Lansing, IL 60438	Lansing Fire Department Attn: Fire Chief 18200 Chicago Avenue Lansing, IL 60438
Village of Lynwood Attn: Mayor 21460 Lincoln Highway Lynwood, IL 60411	Lynwood Fire Department Attn: Fire Chief 3107 Glenwood Dyer Road Lynwood, IL 60411

City of Markham Attn: Mayor 16313 S. Kedzie Avenue Markham, IL 60428	Markham Fire Department Attn: Fire Chief 16313 S. Kedzie Avenue Markham, IL 60428
Village of Munster Attn: Town Manager 1005 Ridge Road Munster, IN 46321	Munster Fire Department Attn: Fire Chief 550 Fisher Street Munster, IN 46321
Village of Oak Forest Attn: Mayor 15440 Central Avenue Oak Forest, IL 60452	Oak Forest Fire Department Attn: Fire Chief 5620 James Drive Oak Forest, IL 60452
Village of Phoenix Attn: Mayor 633 East 151 st Street Phoenix, IL 60426	Phoenix Fire Department Attn: Fire Chief 625 East 151 st Street Phoenix, IL 60426
Village of Riverdale Attn: Village Manager 157 W. 144 th Street Riverdale, IL 60827	Riverdale Fire Department Attn: Fire Chief 725 W. 138 th Street Riverdale, IL 60827
Village of South Holland Attn: Village Administrator 16226 Wausau Avenue South Holland, IL 60473	South Holland Fire Department Attn: Fire Chief 16230 Wausau Avenue South Holland, IL 60473
Village of Thornton Attn: Village Administrator 115 E. Margaret Street Thornton, IL 60476	Thornton Fire Department Attn: Fire Chief 115 E. Margaret Street Thornton, IL 60476
Village of Tinley Park Attn: Village Manager 16250 S. Oak Park Avenue Tinley Park, IL 60477	Tinley Park Fire Department Attn: Fire Chief 17355 S. 68 th Court Tinley Park, IL 60477

Section Fifteen - Governing Law

This Agreement shall be governed, interpreted and construed under the laws of the State of Illinois.

Section Sixteen - Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as the same document.

Section Seventeen – Amendments

This Agreement may only be amended by written consent of all the Cooperating Municipalities.

Authorized Signatures:

_____	_____	_____
Village of Burnham	Title	Date
_____	_____	_____
City of Calumet City	Title	Date
_____	_____	_____
Village of Country Club Hills	Title	Date
_____	_____	_____
Village of Dolton	Title	Date
_____	_____	_____
Village of East Hazel Crest	Title	Date
_____	_____	_____
Village of Flossmoor	Title	Date
_____	_____	_____
Village of Glenwood	Title	Date
_____	_____	_____
City of Harvey	Title	Date
_____	_____	_____
Village of Hazel Crest	Title	Date
_____	_____	_____
Village of Homewood	Title	Date

Village of Lansing

Title

Date

Village of Lynwood

Title

Date

City of Markham

Title

Date

Village of Munster

Title

Date

Village of Oak Forest

Title

Date

Village of Phoenix

Title

Date

Village of Riverdale

Title

Date

Village of South Holland

Title

Date

Village of Thornton

Title

Date


Village of Tinley Park

Title

Date



Interoffice Memo

Date: June 5, 2019
To: Pat Carr, Asst. Village Manager
From: Forest Reeder, Fire Chief 
Re: Mokena FPD Agreement for Fleet Maintenance

Pat;

Our Intergovernmental Agreements with the Mokena Fire Protection District (MFPD) for fleet maintenance is set to expire soon. The Agreement is a continuation of previously agreed to and in force understandings and will extend our cooperative arrangements. The agreement covers the following intergovernmental understanding:

1. That TPFD agrees to continue to participate in a joint fleet maintenance agreement in which the Emergency Vehicle Technicians employed by the MFPD. They are contracted to perform routine, preventive and emergency maintenance of our fire suppression apparatus fleet. The 2019 agreement is an extension of agreements in force since 2014 and details the charges assessed to TPFD for work completed.
2. This year's agreement has been updated to change it from an annual agreement to a 5-year agreement with an annual update of Exhibit B (Service Price Sheet) if needed. This was done at the request of the Village Manager to reduce annual ordinances.

It is my recommendation that this Agreement be discussed and executed at the next Public Safety Committee on June 11, 2019.

FFR/caf

Attach: 2019 Maintenance Agreement

cc: D/C Steve Klotz

VISION 120

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

RESOLUTION
NO. 2019-R-052

**A RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

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

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

RESOLUTION NO. 2010-R-052

**A RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Village of Mokena, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Jacob C. Vandenberg
Village President

ATTEST:

Kristin A. Thirion
Village Clerk

EXHIBIT 1

AN INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT

AND THE MOKENA FIRE PROTECTION DISTRICT

FOR FLEET MAINTENANCE AND REPAIR SERVICES

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-052, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT AND THE MOKENA FIRE PROTECTION DISTRICT FOR FLEET MAINTENANCE AND REPAIR SERVICES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2018.

KRISTIN A. THIRION, VILLAGE CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOKENA FIRE PROTECTION DISTRICT AND
THE TINLEY PARK FIRE DEPARTMENT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as "Tinley Park") and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as "Mokena").

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park's vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$105.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$26.25 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached "Mokena Fire Protection District Apparatus Maintenance Program" dated 4/8/19 marked as Exhibit A. Prices will be determined based upon the 2020 price sheet which is attached as Exhibit B. This may be modified annually by the parties. Failure by the other party to agree to the alteration of either Exhibit shall permit either party to exercise its right to terminate the agreement.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does NOT have "Full-time

Personnel” in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

- e) **Unscheduled and Emergency Repairs, Afterhours.** Mokena makes no guarantee that emergency after hour’s services can be provided. Mokena does NOT have “On Call Personnel” in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys’ fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party’s officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of five (5) years from the date of execution and may be renewed by either party for consecutive additional five (5) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term. However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may

terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens
Mokena Fire Protection District
19853 Wolf Road
Mokena, IL 60448

To Tinley Park:

Chief Forest Reeder
Tinley Park Fire Department
6825 W. 173rd Place
Tinley Park, IL 60477

Section 14: Authorized Representatives

The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MOKENA FIRE PROTECTION DISTRICT

VILLAGE OF TINLEY PARK

President, Board of Trustees

President

Secretary, Board of Trustees

Secretary

EXHIBIT A

**Mokena Fire Protection District
Apparatus Maintenance Program
4-8-19**

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 3 -5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2020 SERVICE PRICE SHEET

Quick Lube Estimated Costs	Ambulance	Engine/ Squad	Truck
Fuel filter	\$ 48.00	\$ 21.00	\$ 21.00
Oil filter	\$ 40.00	\$ 48.25	\$ 48.25
Oil	\$ 96.25	\$ 137.50	\$ 137.50
Chassis & Driveline Lubrication	\$ 5.00	\$ 5.00	\$ 5.00
Shop Supplies (5% labor, cap)	\$ 9.50	\$ 14.25	\$ 19.00
Estimated Labor (\$105/ hour) +/- time dependant on situation found	\$ 210.00	\$ 315.00	\$ 420.00
Total Cost	\$ 408.75	\$ 541.00	\$ 650.75

**Optional Services Below
Billed at a time and material cost**

Pump Oil \$350 and up \$350 and up
 ** price dependent on quart capacity

Transmission
 Transmission Filter & Check Service
 Transmission Drain, Filter & Check Service

Brakes & Front End
 Brake/Front End Inspection

Additional Services
 Air Filters
 Breathers
 Wipers
 Batteries



Interoffice Memo

Date: May 9, 2019
To: Chief Walsh *mw*
From: Officer Sanchez
Subject: Sycamore Court

The Traffic Unit received a complaint of Andrew High School students parking on Sycamore Court and walking to school. The complainant further advised that there used to be no parking signs from 7:00 am to 10:00 am posted, but they are no longer in the area. The Traffic Unit researched the parking ordinances and the Village Clerk advised that Sycamore Court (Ordinance number 2002-O-058) is under Title 7, Chapter 79, Schedule I, Subsection (B) Parking Prohibited.

The Police Department requests the Public Safety Committee and Village Board to vote to amend Ordinance 2002-O-058 and have Sycamore Court should be under Title 7, Chapter 79, Schedule II. Parking Time Limited. This allows the Village to place and enforce parking signs that say, "No parking between 7:00 am to 10:00 am on School Day."

Respectfully Submitted,

Officer Laura Sanchez

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

ORDINANCE
NO. 2019-O-034

AN ORDINANCE AMENDING TITLE VII CHAPTER 79 ENTITLED “PARKING SCHEDULE I” AND “PARKING SCHEDULE II” PERTAINING TO CERTAIN PARKING RESTRICTIONS ALONG SYCAMORE COURT

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-034**AN ORDINANCE AMENDING TITLE VII CHAPTER 79 ENTITLED “PARKING SCHEDULE I” AND “PARKING SCHEDULE II” PERTAINING TO CERTAIN PARKING RESTRICTIONS ALONG SYCAMORE COURT**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) has previously passed Ordinance 2002-O-058 which made it unlawful for anyone to park any vehicle along Sycamore Court between the hours of 7:00 a.m. to 10:00 a.m. on School Days pursuant to Title VII, Chapter 79, Schedule I, of the Tinley Park Municipal Code (“Parking Restrictions”); and

WHEREAS, Title VII, Chapter 79 Schedule I entitled “Parking Prohibited” provides that it shall be unlawful for anyone to park at the locations shown in Schedule I; and

WHEREAS, due to discrepancies in Ordinance 2002-O-058 and Title VII, Chapter 79 Schedule I, the Village desires to remove the Sycamore Court from Schedule I and place it in Title VII, Chapter 79 Schedule II (“Amendments”) to more closely align with the parking time limited regulations contained in Schedule II; and

WHEREAS, the Village so desires to erect traffic signs along Sycamore Court providing the prohibited parking times; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Amendments pursuant to this Ordinance; and

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

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

SECTION 2: That Title VII, Chapter 79 Schedule I of the Tinley Park Municipal Code entitled “PARKING PROHIBITED” is hereby amended by deleting the following strikethrough text:

SCHEDULE I. PARKING PROHIBITED.

(A) For the purpose of this schedule, the word "PARK" shall mean the stopping, standing or parking of a vehicle whether occupied or not, including but not limited to when temporarily and actually engaged in loading or unloading of merchandise, property, or passengers.

(B) It shall be unlawful for the operator of a vehicle to park the vehicle at any time on that portion of the following described streets within the village, as designated below. Appropriate signs shall be erected on the streets set forth below, informing the public that parking thereon is prohibited.

STREET	LOCATION	ORD. NO.
Sycamore Ct.	Sycamore Ct.	2002-O-058

(C) Penalty.

(1) The operator of any vehicle violating or failing to comply with any provision of this schedule shall be fined not more than \$500 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(2) The operator of any motor vehicle violating or failing to comply with any provision of Ords. 79-0-031, 79-0-039, 79-0-052, or 80-0-012 above shall be fined not less than \$25 nor more than \$500 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(3) For provisions concerning towing of vehicles, see Chapter 90 of this code.

SECTION 3: That Title VII, Chapter 79 Schedule II of the Tinley Park Municipal Code entitled “PARKING TIME LIMITED” is hereby amended by adding the following underlined language in alphabetical order:

(A) It shall be unlawful for the driver of any vehicle to park the vehicle for a period of time longer than that designated on any of the following named streets:

STREET	LOCATION	SIDE	HOURS	ORD. NO.
<u>Sycamore Ct.</u>	<u>Sycamore Ct.</u>	<u>Both</u>	<u>No parking between 7:00 a.m. to 10:00 a.m. on School Days</u>	2019-O-034

(B) Whoever violates any provision of this schedule for which no penalty is specified shall be subject to the penalties provided in § 70.99.

(C) Any person, firm, or corporation violating the provisions of Ord. 79-0-052 shall be fined not less than \$25 nor more than \$500 for each offense.

(D) Any person, firm, or corporation violating the provisions of Ords. 88-0-007, 89-0-065 or 90- 0-037 shall be fined not less than \$10 nor more than \$500 for each offense.

(E) For provisions concerning the towing of vehicles, see Chapter 90 of this code.

SECTION4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of June, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-034, “AN ORDINANCE AMENDING TITLE VII CHAPTER 79 ENTITLED “PARKING SCHEDULE I” AND “PARKING SCHEDULE II” PERTAINING TO CERTAIN PARKING RESTRICTIONS ALONG SYCAMORE COURT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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

RESOLUTION
NO. 2019-R-051

**A RESOLUTION APPROVING THE CREATION OF THE 2020 VILLAGE OF TINLEY PARK
COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS**

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

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

RESOLUTION NO. 2019-R-051**A RESOLUTION APPROVING THE CREATION OF THE 2020 VILLAGE OF TINLEY PARK
COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS**

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the Village of Tinley Park is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law;

WHEREAS, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count; and

WHEREAS, Village of Tinley Park Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons in our community,

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, to establish the 2020 Census Complete Count Committee.

ADOPTED this 18TH day of June, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-051, “**A RESOLUTION APPROVING THE CREATION OF THE 2020 VILLAGE OF TINLEY PARK COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

TINLEY PARK



PROCLAMATION

RECOGNIZING

TUESDAY, AUGUST 6TH, 2019 AS

"NATIONAL NIGHT OUT"

IN THE VILLAGE OF TINLEY PARK

WHEREAS, the National Association of Town Watch (NATW) annually sponsors a nationwide crime, drug, and violence prevention program entitled "National Night Out" on the first Tuesday in August; and

WHEREAS, the 36th Annual "National Night Out" provides a unique opportunity for the Village of Tinley Park to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts, and to assist the Tinley Park Police Department in said efforts; and

WHEREAS, it is essential that all citizens of Tinley Park be aware of the importance of crime prevention programs and potential impact on reducing drugs, crime, and violence in the Village; and

WHEREAS, police-community partnerships, neighborhood safety efforts, civic awareness, and community cooperation are important themes of the "National Night Out" program; and

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the first Tuesday in August, August 6th, 2019, be designated as "National Night Out" in the Village of Tinley Park.

APPROVED this 18th Day of June 2019.

Jacob C. Vandenberg, Village President

ATTEST:

Kristin A. Thirion, Village Clerk

RAFFLE LICENSE APPLICATION

**VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue**

DATE: June 11, 2019

- 1. **NAME OF ORGANIZATION:** Saint Stephen, Deacon & Martyr, Catholic Church
- 2. **ADDRESS:** 17500 84th Avenue, Tinley Park, Illinois
- 3. **MAILING ADDRESS IF DIFFERENT FROM ABOVE:**

- 4. **ADDRESS OF PLACE FOR RAFFLE DRAWING**
18401 N Creek Drive, Tinley Park, IL 60477
- 5. **CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)**

<i>RELIGIOUS</i> <input checked="" type="checkbox"/>	<i>CHARITABLE</i> <input checked="" type="checkbox"/>	<i>LABOR</i> <input type="checkbox"/>	<i>FRATERNAL</i> <input type="checkbox"/>
<i>EDUCATIONAL</i> <input type="checkbox"/>	<i>VETERANS</i> <input type="checkbox"/>	<i>BUSINESS</i> <input type="checkbox"/>	
- 6. **HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE:** November 1999
- 7. **PLACE AND DATE OF INCORPORATION:** Catholic Bishop of Chicago, 1845
- 8. **NUMBER OF MEMBERS IN GOOD STANDING:** 10,000+
- 9. **PRESIDENT/CHAIRPERSON:** Rev. Thomas A. Bernas, Pastor
ADDRESS: 17500 84th Avenue, Tinley Park, IL 60487 **PHONE:** 708-342-2400
- 10. **RAFFLE MANAGER:** Rev. Thomas A. Bernas
ADDRESS: 17500 84th Avenue, Tinley Park, Illinois 60487
PHONE: 708-342-2400 **Email:** frtom@ststephentinley.com
- 11. **DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:**
NAME: Lawrence Wojcik
ADDRESS: _____ **PHONE:** _____
NAME: Michael Gatto
ADDRESS: _____ **PHONE:** _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE APPLICATION | 2

RAFFLE INFORMATION**12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)**

Sunday through Saturday - Beginning June 2019

13. LOCATION OF TICKET SALES:

17500 84th Avenue, Tinley Park - 18401 N Creek Drive, Tinley Park, IL 60477

14. LOCATION FOR DETERMINING WINNERS:

18401 N Creek Drive, Tinley Park, IL 60477

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

Every Wednesday until Queen of Hearts is revealed

16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ 250,000
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ 250,000

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$ 6 for \$5.00

19. § 132.38 FIDELITY BOND REQUIRED

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than 30 days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

FIDELITY BOND **WAIVER OF BOND STATEMENT BY ORGANIZATION**

"The undersigned attest that the above named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objections. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: Saint Stephen, Deacon & Martyr, Catholic Church

EXECUTIVE DIRECTOR: Rev. Thomas A. Bernas, Pastor

BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: * Lelia Hirsch-Amadio
 Address: 16416 Horseshoe Dr. 60487 Phone: 312-218-0835
 Organization: Horseshoe Dr. / Cherry Hills Neighborhood Block Party
 Specific Location of Party: Horseshoe Dr. BETWEEN 8440 & 16456
 Request Date: 7-21-19 - SUNDAY
 Time: 2:00pm a.m./p.m. To: 10:00 a.m./p.m.
 Purpose: Enjoy the Summer with friends and family
 Person or Persons In Charge:
 Name: Lelia Hirsch Amadio Phone: 312-218-0835
 Name: Christine Gallina Phone: 708-715-5057
 Name: _____ Phone: _____
 Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

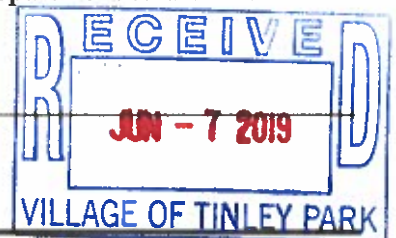
A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

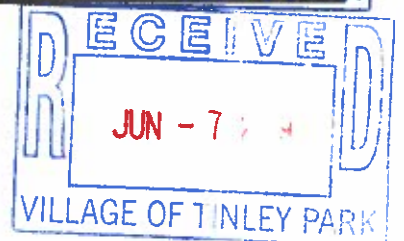
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Lelia Hirsch-Amadio



VILLAGE USE ONLY

Fire Chief: Approved Not Approved
 Police Chief: Approved Not Approved
 Village Clerk: Approved Not Approved



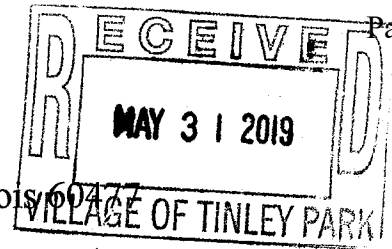
Permits & Licenses Committee: _____

BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000



Representative: Patrick Coyne

Address: 17037 Creekside Ave 60487 Phone: _____

Organization: Cherry Creek South Neighborhood

Specific Location of Party: Between 170th Place/Creekside Ave and 17000 Creekside Ave

Request Date: 6/22/19

Time: 11 a.m./p.m. To: 10 a.m. (p.m.) on Creekside Ave

Purpose: Block Party Between 170th Pl + 169th St.

Person or Persons In Charge:

Name: Patrick Coyne Phone: _____

Name: Claudia Coyne Phone: _____

Name: _____ Phone: _____

Number of Barricades Needed: ~~2~~ 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Patrick Coyne

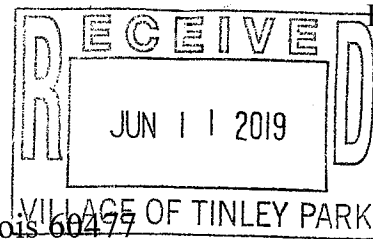
VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: Lauren Schmidt 60477
 Address: _____ Phone: _____
 Organization: N/A
 Specific Location of Party: 17394 Ottawa - 17342 Ottawa
 Request Date: July 6, 2019 SATURDAY
 Time: 2:00 a.m. (p.m.) To: 10:00 a.m. (p.m.)
 Purpose: Neighborhood Block Party
 Person or Persons In Charge:
 Name: Lauren Schmidt Phone: _____
 Name: Michael Brousil Phone: _____
 Name: _____ Phone: _____

Number of Barricades Needed: 2 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

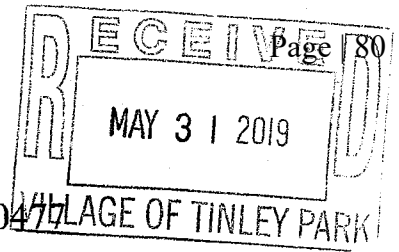
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Lauren M Schmidt

VILLAGE USE ONLY

Fire Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Police Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Village Clerk:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Patrick McCarthy

Address: 8115 Deland Ct 60477 Phone: _____

Organization: _____

Specific Location of Party: Deland Ct 8120 - 8131-

Request Date: August 3, 2019 SATURDAY

Time: 12:00 a.m./p.m. To: 10 a.m./p.m.

Purpose: Get to know the neighbors

Person or Persons In Charge:

Name: Patrick McCarthy Phone: _____

Name: Ellen Radnoti Phone: _____

Name: _____ Phone: _____

Number of Barricades Needed: 2 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed:

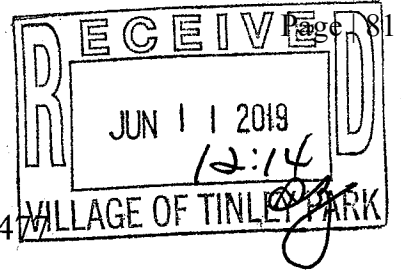
VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Ben Desnoyers _____

Address: _____ Phone: _____

Organization: _____

Specific Location of Party: 66th Ave from 177th to 179th

Request Date: September 7, 2019 **SATURDAY**

Time: Noon _____ a.m./p.m. To: 10 _____ a.m./p.m.

Purpose: To get our kicks on Ave 66.

Person or Persons In Charge:

Name: Ben Desnoyers _____ Phone: 708-603-1639

Name: Kevin Muldowney _____ Phone: 708-921-6004

Name: _____ Phone: _____

Number of Barricades Needed: 8 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed:  _____

VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182323	5/31/2019	011189 STAPLES CREDIT PLAN	2287604061		VERBATIM SLEEVE FOR CD/DVD 01-21-210-73110	8.39
Total :						8.39
182324	5/31/2019	011416 VERIZON WIRELESS	9830092885		ACCT 280481333-00001 11-00-000-72127 01-16-000-72127 01-17-220-72127 01-17-205-72127 01-19-000-72127 01-19-020-72127 01-21-000-72127 01-26-025-72127 01-33-300-72127 01-33-310-72127 01-33-320-72127 01-35-000-72127 60-00-000-72127 01-11-000-72127 01-12-000-72127 01-13-000-72127 01-21-210-72127 01-26-023-72127 01-14-000-72120	72.02 72.02 2,119.12 36.01 432.33 144.04 144.04 130.92 262.88 123.38 72.02 108.03 489.02 457.84 108.03 72.02 36.01 597.05 -3,977.40
Total :						1,499.38
182325	5/31/2019	011416 VERIZON WIRELESS	9830092886		ACCT 2804813333-00003 01-21-000-72120 01-21-210-72120 01-26-023-72120 01-26-024-72120 01-26-025-72120 01-33-300-72120 01-33-310-72120 01-33-320-72120 01-42-000-72120	145.80 251.81 1,421.51 224.52 187.03 269.35 144.07 53.87 26.36

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182325	5/31/2019	011416 VERIZON WIRELESS	(Continued)			
					01-53-000-72120	7.42
					60-00-000-72120	887.60
					01-16-000-72120	163.87
					01-26-023-72127	36.01
					01-26-025-72127	36.01
					01-17-205-72127	36.01
					01-19-000-72127	72.02
					01-11-000-72120	569.93
					01-12-000-72120	149.99
					01-14-000-72120	-1,484.01
					01-19-020-72120	275.07
					01-15-000-72120	53.87
					01-11-000-72120	444.00
					01-12-000-72120	150.75
					01-13-000-72120	107.74
					01-14-000-72120	12.55
					01-17-205-72120	4,407.61
					01-19-000-72120	266.87
					Total :	8,917.63
182326	5/31/2019	011416 VERIZON WIRELESS	9830094355		285837077-00001	
					01-17-205-72127	8.65
					Total :	8.65
182327	6/7/2019	002734 AIR ONE EQUIPMENT, INC	144632		METER CALIBRATION	
					01-19-000-72552	525.00
					Total :	525.00
182328	6/7/2019	002856 AIRY'S, INC	23130	VTP-017092	POST 1 PUMP STATION 167TH & FA	
					62-00-000-75702	443,277.09
					Total :	443,277.09
182329	6/7/2019	002628 AMERICAN WATER	060119		MAY'19 SEWER TRTMNT BROOKSII	
					60-00-000-73225	45,878.40
					Total :	45,878.40

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182330	6/7/2019	002756 APCO INTERNATIONAL INC.	608986	VTP-017101	APCO EMD CERTIFICATION 01-21-210-72720	1,257.00
Total :						1,257.00
182331	6/7/2019	002869 BECHSTEIN CONSTRUCTION	Ref001377361		UB Refund Cst #00483211 60-00-000-20599	548.34
Total :						548.34
182332	6/7/2019	012966 BOLING, THOMAS	05-19		SHAREPOINT MAY'19 01-16-000-72650	3,262.50
Total :						3,262.50
182333	6/7/2019	011692 BYTE SIZED SOLUTIONS LLC	010704		SOFTWARE LICENSING 01-19-000-72655	390.00
Total :						390.00
182334	6/7/2019	011029 CALOMINO, ELIZABETH	051419		REIM.EXP.SHIRTS BROUGHT IN FC 01-17-205-73610	72.00
Total :						72.00
182335	6/7/2019	019014 CARRABOTTA, STEVEN	053119		PER DIEM: MEALS/POLICE URBAN/ 01-17-220-72140	85.00
Total :						85.00
182336	6/7/2019	003243 CDW GOVERNMENT INC	SKF5942		TRIPP 10M LC/ST DPL SM CABLE 60-00-000-72565 63-00-000-72565 64-00-000-72565 01-26-023-72565	4.37 4.37 3.76 12.50
Total :						25.00
182337	6/7/2019	003229 CED/EFENGEE	5025-525660		WIRES 01-26-024-73570	415.95
Total :						415.95
182338	6/7/2019	013991 CHICAGO OFFICE PRODUCTS CO.	968866-0		LABEL 01-19-020-73110	60.55

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182338	6/7/2019	013991	013991 CHICAGO OFFICE PRODUCTS CO. (Continued)			Total : 60.55
182339	6/7/2019	015199	CHICAGO PARTS & SOUNDS LLC		PAD SETS,ROTORS	
			1-0056847		01-17-205-72540	885.74
			1CR0013478		CREDIT PAD SETS,ROTORS	-885.74
			2J0001146		01-17-205-72540	
					XCEL SIREN WITH LIGHT CONTROL	475.00
					01-17-205-72540	Total : 475.00
182340	6/7/2019	003606	CHICAGO SOUTHLAND CONV. V B	0519	APRIL LIAB MAY COLL HOTEL ACCO	
					12-00-000-79107	18,915.33
						Total : 18,915.33
182341	6/7/2019	014645	CHRISTY WEBBER LANDSCAPES	67074	INSTALL SOD & GRAY SLATE STON	
				VTP-017051	01-26-025-72790	4,475.00
						Total : 4,475.00
182342	6/7/2019	012057	COMCAST CABLE		ACCT#8771401810016105 7825 167	
					01-19-000-72517	50.00
					8771401810170142	
					ACCT#8771401810170142 5/30/19-6	
					01-14-000-72125	231.85
						Total : 281.85
182343	6/7/2019	013892	COMED		ACCT#6771163052 LITE RT/25 4/17/	
					01-26-024-72510	1,082.86
						Total : 1,082.86
182344	6/7/2019	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 RT/23 METEREC	
					01-26-024-72510	4.04
				0052035006	ACCT#0052035006 6720 SOUTH ST	
					01-26-025-72510	1,068.24
				0363058226	ACCT#0363058226 9340 W 179TH S	
					01-26-024-72510	66.59
				0369095018	ACCT#0369095018 6761 NORTH ST	
					01-26-024-72510	28.92
				0421064066	ACCT#0421064066 0 LAPORTE RD	
					64-00-000-72510	84.07

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182344	6/7/2019	013878	COMED - COMMONWEALTH EDISON			
			(Continued)			
			0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	7.34
			0522112018		ACCT#0522112018 LITE RT/25 PRKI 01-26-024-72510	38.32
			0637059039		ACCT#0637059039 7950 W TIMBER 64-00-000-72510	389.64
			1222218001		ACCT#1222218001 1 E OAK PK SS I 70-00-000-72510	90.51
			1224165129		ACCT#1224165129 LIGHTING 7053 01-26-024-72510	114.90
			2587063010		ACCT#2587063010 REAR TEMP173 12-00-000-72510	21.56
			2761036017		ACCT2761036017 MCDNLL DV ST 01-26-024-72510	49.44
			2777112019		ACCT#2777112019 0 175TH ST & S/ 01-26-023-72510	579.58
			3214011009		ACCT#3214011009 16853 LKEWOO 64-00-000-72510	206.29
			3784064010		ACCT#3784064010 16301 CENTRAL 60-00-000-72510	82.59
					63-00-000-72510	82.59
			4329016037		ACCT#4329016037 TEMP PARKING 12-00-000-72510	28.92
			4803158058		ACCT4803158058 0 RDGEFLD LN L 64-00-000-72510	432.55
			4943163008		ACCT#4943163008 METRO INFO SI 70-00-000-72510	22.89
			5437131000		ACCT#5437131000 7980 W 183RD S 01-26-025-72510	161.79
			5983017013		ACCT#5983017013 WTER MONITOF 63-00-000-72510	215.93
			6483053261		ACCT#6483053261 IRRIGATION 174 01-26-023-72510	33.21
			7063131025		ACCT#7063131025 7813 174TH ST I 64-00-000-72510	161.54
			7090006006		ACCT#7090006006 TEMP/PARKING	

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182344	6/7/2019	013878	COMED - COMMONWEALTH EDISON		(Continued)	
					12-00-000-72510	21.56
					7398024011	
					ACCT#7398024011 7000 W 183RD S	
					01-26-024-72510	83.43
					8363023007	
					ACCT#8363023007 0 179TH ST & 82	
					60-00-000-72510	103.81
					63-00-000-72510	103.82
					Total :	4,284.07
182345	6/7/2019	012410	CONSERV FS, INC.		66029615	
					E-Z REACHER	
					01-26-023-73410	38.00
					Total :	38.00
182346	6/7/2019	018234	CORE & MAIN LP		K217539	
					R100NA COLLECTOR WITH ANTEN	
				VTP-017090	60-00-000-72655	3,115.00
				VTP-017090	64-00-000-72655	1,335.00
					Total :	4,450.00
182347	6/7/2019	003635	CROSSMARK PRINTING, INC		74406	
					LETTERHEAD	
					01-14-000-72310	484.87
					Total :	484.87
182348	6/7/2019	017603	DANDAN, RICK TARIQ		053119	
					MAY'19 CONSULTING SERVICE	
					01-33-300-72790	12,900.18
					Total :	12,900.18
182349	6/7/2019	018939	DIAMOND COLLISION CENTER INC		9011	
					ADDITIONAL BODY WORK ON UNIT	
				VTP-017071	60-00-000-72540	558.08
				VTP-017071	63-00-000-72540	186.03
				VTP-017071	64-00-000-72540	318.89
					Total :	1,063.00
182350	6/7/2019	003770	DUSTCATCHERS INC		62380	
					MATS/PW GARAGE	
					01-26-025-72790	99.08
					Total :	99.08
182351	6/7/2019	004009	EAGLE UNIFORM CO INC		277844	
					UNIFORMS/ CHRIS DUNN	
					01-19-000-73610	304.25

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182351	6/7/2019	004009 EAGLE UNIFORM CO INC	(Continued) 277940		UNIFORM/ CHF REEDER 01-19-000-73610	157.75
Total :						462.00
182352	6/7/2019	004152 ECOLAB PEST ELIMINATION INC.	7252795		PEST CONTROL VH 01-26-025-72790	474.44
			7252796		PEST CONTROL TRAIN ST 01-26-025-72790	86.48
Total :						560.92
182353	6/7/2019	004065 EDWARD ELECTRIC COMPANY, THE	11996		VTP-016031 UPGRADE ON FOUND 30-00-000-75500	1,894.19
Total :						1,894.19
182354	6/7/2019	011269 ELLIS, DON	060419	VTP-017029	SOUND & LIGHTS/JUNE 15 MUSIC I 01-35-000-72923	750.00
Total :						750.00
182355	6/7/2019	011269 ELLIS, DON	060419.	VTP-017029	SOUND & LIGHTS/JUNE 29 MUSIC I 01-35-000-72923	750.00
Total :						750.00
182356	6/7/2019	012941 FMP	52-423982		SWITCH 01-17-205-72540	16.97
			52-424216		FVP IGN COIL 01-26-024-72540	53.00
Total :						69.97
182357	6/7/2019	011611 FOX VALLEY FIRE & SAFETY CO.	IN00270280		RADIO MAINT UCP SEGUIN 14-00-000-72550	31.50
Total :						31.50
182358	6/7/2019	002877 G. W. BERKHEIMER CO., INC.	453678		KP-STD2 01-26-025-72520	73.56
Total :						73.56
182359	6/7/2019	012902 GO PARTS INC.	169258		SPOTGUN	

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182359	6/7/2019	012902 GO PARTS INC.	(Continued)		01-26-023-72540	28.66
					63-00-000-72540	28.66
					01-17-205-72540	28.66
					Total :	85.98
182360	6/7/2019	004538 GOLDY LOCKS	670607		LABOR REKEY FORD DOOR LOCKS	
					01-17-205-72540	60.00
					Total :	60.00
182361	6/7/2019	015397 GOVTEMPSUSA LLC	2790672		5/19/19 & 5/26/19 PAULA WALLRICH	
					01-33-000-72750	8,797.05
					Total :	8,797.05
182362	6/7/2019	004438 GRAINGER	9189814198		DISPOSABLE GLOVES	
					60-00-000-73845	32.66
					63-00-000-73845	5.44
					64-00-000-73845	16.33
					01-26-023-73845	54.43
					01-26-024-73845	27.22
					Total :	136.08
182363	6/7/2019	016973 HALEK, ANTONIO	032819		REIM.EXP. FLYERS/SPRING CLEAN	
					01-41-044-72977	53.64
			041719		REIM.EXP. DISPLAY PLANTERS & F	
					01-41-044-72977	68.36
			042619		REIM.EXP. WATER,SNACKS,FORKS	
					01-41-044-72977	195.39
			042719		REIM.EXP. FOOD 200 ATTENDEES/	
					01-41-044-72977	301.70
			042719.		REIM. EXP. FOOD/SPRING CLEAN I	
					01-41-044-72977	54.71
			042719..		REIM.EXP. CRAFTING ITEMS & GAM	
					01-41-044-72977	83.03
			042719...		REIM. EXP COPIES SPRING CLEAN	
					01-41-044-72977	10.70
			30798		REIM. EXP. PATCHES SPRING CLE/	

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182363	6/7/2019	016973 HALEK, ANTONIO	(Continued)		01-41-044-72977	148.00
					Total :	915.53
182364	6/7/2019	014491 HANSEN DOOR INC.	7811		FIRE ST #1 DOOR REPL BROKEN C 01-19-000-72520	204.08
					Total :	204.08
182365	6/7/2019	018510 HOT CORNER UNIFORMS	1000749	VTP-017102	SUMMER EVENT TSHIRTS 01-35-000-73210	2,201.00
					Total :	2,201.00
182366	6/7/2019	011032 HUB INTERNATIONAL MIDWEST LTD.	1469365		LAURA GODETTE/4 YEAR NOTARY 01-13-000-72720	20.00
					Total :	20.00
182367	6/7/2019	018836 ILLINOIS COUNTIES RISK	RCB000000021984		MEMBER#001001263 2018-2019 ICF 01-14-000-72421 60-00-000-72421	17,151.00 1,800.50
					Total :	18,951.50
182368	6/7/2019	015497 ILLINOIS SECRETARY OF STATE	060519.		VEHICLE REGIST RENEWAL 01-17-205-72860	303.00
					Total :	303.00
182369	6/7/2019	015497 ILLINOIS SECRETARY OF STATE	060519		#107095815 NOTARY BOND RENEV 01-13-000-72720	10.00
					Total :	10.00
182370	6/7/2019	018105 IMAJE RECORDS, INC	060419	VTP-017010	PERF MIKE AND JOE ON JUNE 15 01-35-000-72923	3,000.00
					Total :	3,000.00
182371	6/7/2019	007222 J.C.SCHULTZ ENTERPRISES	0000442790		FLAGS 01-14-000-73870 01-26-025-73112	220.68 220.67
					Total :	441.35

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182372	6/7/2019	016447 JENNINGS, PETERSON	040419		REIM.EXP. PARKING 01-17-205-73600	54.00
					Total :	54.00
182373	6/7/2019	019019 JOHNSON, ANTOINE	Ref001377365		UB Refund Cst #00507427 60-00-000-20599	48.19
					Total :	48.19
182374	6/7/2019	005222 LEE JENSEN SALES CO., INC.	189432		MAGNATRAK,SWITCH,BATTERY CL 60-00-000-74017 64-00-000-74017	93.07 39.89
					Total :	132.96
182375	6/7/2019	014846 LORENCE, BRUCE	060119		JUNE'19 LGB TRAIN MONTHLY MAIL 01-26-025-72530	30.00
					Total :	30.00
182376	6/7/2019	003440 M. COOPER WINSUPPLY CO.	S2034989.001		WATER CLOSET REPAIR KIT ,REPR 01-26-025-73630	93.44
					Total :	93.44
182377	6/7/2019	013059 MAIOLO, DENISE	060119		REIM.EXP. DONUTS 01-41-040-72220	7.49
					Total :	7.49
182378	6/7/2019	013969 MAP AUTOMOTIVE OF CHICAGO	40-509503 40-510200		TUBE ASSY 01-17-205-72540 FILTER,EVOL CER,FILTER ASY 01-17-205-72540	253.70 430.11
					Total :	683.81
182379	6/7/2019	018067 MARKOWICZ, FRANK	030819		REIM. EXP. FLOWER SEEDS/SPRIN 01-41-044-72977	32.93
					Total :	32.93
182380	6/7/2019	005765 MARTIN WHALEN O.S. INC.	IN1932312		CAN/IRADVC5030 5/26/19-5/25/20 01-26-023-72750 01-26-024-72750	2,204.05 4,408.10

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182380	6/7/2019	005765 MARTIN WHALEN O.S. INC.	(Continued)		60-00-000-72750	4,408.10
Total :						11,020.25
182381	6/7/2019	012631 MASTER AUTO SUPPLY, LTD.	15030-70913		AIR FILTER,THERMOSTAT,GASKET	
			15030-70954		01-17-205-72540	32.52
			15030-70963		BRAKE PAD SET,PAINTED ROTOR	121.60
			15030-71111		01-17-205-72540	264.91
			15030-71539		CALIPERS	
					01-17-205-72540	39.40
					IGN WIRES	
					01-26-023-72540	16.42
					60-00-000-72540	6.57
					63-00-000-72540	9.85
					64-00-000-72540	
Total :						491.27
182382	6/7/2019	006074 MENARDS	65691		DROP CLOTH,PAINT MIXER,DECOF	
			65695		01-26-025-73620	48.27
			65716		PVC UNION	9.50
			65985		01-26-023-73870	7.49
			65992		ABRASIVE BLASTING CRYSTAL	2.58
			66067		01-26-025-73580	20.45
			66110		BLANK PLATE	19.92
			66116		01-26-025-73840	13.66
			66165		GRAFFITI REMOVER,WTHRST	33.70
					01-26-023-73840	17.41
					WOOD HANDLE	17.41
					01-26-025-73410	
					MOUNTING TAPE,DUCK TAPE	
					01-26-025-73870	
					FABU,CLNR/DEGRSR	
					01-26-025-73580	
					HERCULINER,CHIP BRUSH,PAINTE	
					60-00-000-73620	
					63-00-000-73620	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182382	6/7/2019	006074 MENARDS	(Continued)			
			66182		64-00-000-73620	14.93
					SCREWS,CARABINER,STUDSENSC	
					01-26-025-73840	33.79
					01-26-025-73570	19.96
					Total :	259.07
182383	6/7/2019	012517 MERIDIAN IT INC	452171		THEATER WAN DISCUSSION	
					01-16-000-72650	185.00
					Total :	185.00
182384	6/7/2019	019021 MERSINO	Ref001377367		UB Refund Cst #00508928	
					60-00-000-20599	561.22
					Total :	561.22
182385	6/7/2019	005742 METRO POWER INC.	12407		SEMI ANNUAL SERVICE ON 9 EMEF	
			12408	VTP-017084	01-26-025-72790	5,684.90
				VTP-017082	GENERATOR REPAIRS ON WHISPE	
					01-26-025-72790	857.09
					Total :	6,541.99
182386	6/7/2019	005856 MONROE TRUCK EQUIPMENT,INC.	325483		HOSE ASSY	
					01-26-023-72540	32.35
					Total :	32.35
182387	6/7/2019	017764 MONTANA & WELCH, LLC.	11959		HEARING OFFICER	
					01-14-000-72876	1,316.25
					Total :	1,316.25
182388	6/7/2019	005729 MR. RADIATOR & AIR COND SERV	042433		NEW RADIATOR	
					01-17-205-72540	148.00
					Total :	148.00
182389	6/7/2019	017651 MSC INDUSTRIAL SUPPLY CO.	2984897001		REPAIR AND MAINTENANCE OF VE	
				VTP-017083	01-26-023-72540	102.13
				VTP-017083	01-26-024-72540	102.13
				VTP-017083	01-17-205-72540	153.19
				VTP-017083	01-33-300-72540	51.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182389	6/7/2019	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)			
				VTP-017083	60-00-000-72540	71.49
				VTP-017083	63-00-000-72540	10.21
				VTP-017083	64-00-000-72540	20.43
					Total :	510.64
182390	6/7/2019	015386 MUNICIPAL GIS PARTNERS, INC	4822		GIS STAFFING	
					01-16-000-72652	8,475.86
					60-00-000-72652	5,085.51
					63-00-000-72652	593.30
					64-00-000-72652	2,797.04
					Total :	16,951.71
182391	6/7/2019	019020 NEWMAN, ARNELL	Ref001377366		UB Refund Cst #00507955	
					60-00-000-20599	5.45
					Total :	5.45
182392	6/7/2019	006226 NFPA	553182		ID#2029335 NATL FIRE CODES SUE	
					01-19-000-72720	1,345.50
					Total :	1,345.50
182393	6/7/2019	015723 NICOR	01981510009		ACCT#01-98-15-1000 9 7780 W 183I	
			06821610000		01-26-025-72511	127.10
					ACCT#06-82-16-1000 0 6640 167TH	
					60-00-000-72511	10.29
					63-00-000-72511	10.29
					64-00-000-72511	8.81
			12213610004		ACCT#12-21-36-1000 4 7825 W 167	
					01-26-025-72511	117.09
			33079168366		ACCT#33-07-91-6836 6 9322 LAPOF	
					64-00-000-72511	30.65
			53463710003		ACCT#53-46-37-1000 3 18241 S 80T	
					01-26-025-72511	42.84
			54072310003		ACCT#54-07-23-1000 3 16250 OAK F	
					01-26-025-72511	1,693.34
			64423710009		ACCT#64-42-37-1000 9 6825 173RD	
					01-26-025-72511	441.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182393	6/7/2019	015723 NICOR	(Continued) 73675410002		ACCT#73-67-54-1000 2 7800 183RD 01-26-025-72511	956.56
			74433410003		ACCT#74-43-34-1000 3 7700 W 183I 01-26-025-72511	29.56
			81423710003		ACCT#81-42-37-1000 3 17375 69TH 01-26-025-72511	63.22
			83523710006		ACCT#83-52-37-1000 8 7980 183RD 01-26-025-72511	485.07
			90223493009		ACCT#90-22-34-9300 9 6700 SOUTH 01-26-025-72511	141.39
			96019958527		ACCT#96-01-99-5852 7 7999 W TIME 01-26-025-72511	203.74
Total :						4,361.51
182394	6/7/2019	006216 NORTH EAST MULTI-REG TRAINING	256566		SWEENEY,CARRABOTTA/RIFLE-/C/ 01-17-220-72140	775.00
Total :						775.00
182395	6/7/2019	012036 O'DWYER, DANIEL	060219		PER DIEM: MEALS/FINANCIAL CRIM 01-17-220-72140	30.00
Total :						30.00
182396	6/7/2019	006388 O'HERN, MICHAEL E.	2019-02		CRASH INVESTIGATION SERVICE 5 01-17-205-72750	543.63
Total :						543.63
182397	6/7/2019	010135 ONSITE COMMUNICATIONS USA, INC	49290		EARPIECE W/CLIP CONN COIL COF 01-19-000-72550	156.00
Total :						156.00
182398	6/7/2019	019016 PAMPERED PRINCESS SPA	Ref001377362		UB Refund Cst #00496097 60-00-000-20599	27.29
Total :						27.29
182399	6/7/2019	006475 PARK ACE HARDWARE	035052/2		STICK FLAGS,BLADE DISP 01-19-000-73410	40.47

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182399	6/7/2019	006475 PARK ACE HARDWARE	(Continued) 060909/1		BLADE,STAKE 01-26-024-73410	11.99
			060987/1		01-26-024-73570 CFFEE,CLNR,SP,TWL RLLS,SPNGE 01-19-000-72220	27.95 112.07
			061002/1		01-19-000-73580 01-19-000-72220	170.74 75.40
			061061/1		SOAP 01-19-000-73580	52.99
			061081/1		FASTENERS,SPRAYPAINT 01-26-024-73840	2.05
			061097/1		01-26-024-73620 HINGE,FIXED HASP 01-26-024-73840	3.50 15.98
			061099/1		SARAN WRAP 01-26-023-73870	6.38
			061125/1		FASTENERS 01-26-024-73840	1.28
			061129/1		SCREWDRIVER 01-26-023-73410	7.99
					QUIKRETE SAND,CONCRETE MIX 01-26-024-73570	9.58
					Total :	538.37
182400	6/7/2019	006780 POMP'S TIRE SERVICE, INC	310143115		REPLACE 8 REAR TIRES WITH 4 RI 01-26-023-73560	1,707.00
				VTP-017070	64-00-000-73560	512.10
				VTP-017070	60-00-000-73560	1,194.90
					Total :	3,414.00
182401	6/7/2019	006507 POSTMASTER, U. S. POST OFFICE	053019		PERMIT#6 JUNE'19 WATER BILLS 60-00-000-72110	2,428.25
					Total :	2,428.25
182402	6/7/2019	013587 PROSHRED SECURITY	100129714		SHREDDING 01-17-205-72750	160.00

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182402	6/7/2019	013587	013587 PROSHRED SECURITY		(Continued)	Total : 160.00
182403	6/7/2019	019017	PRUTSMAN, TAMMY		Ref001377363	UB Refund Cst #00496284 60-00-000-20599 Total : 15.95
182404	6/7/2019	006850	QUILL CORPORATION		7569345	CARDSTOCK 01-35-000-73110 64.58
					7569345	CREDIT CARDSTOCK 01-35-000-73110 -64.58
					7665585	FILE,LTR,ENVELOPES 01-33-300-73110 49.71
					7712298	ENVELOPES 01-33-300-73110 193.77
					7745368	NOTEBOOK 01-33-310-73110 57.35
						Total : 300.83
182405	6/7/2019	018454	R.C.WEGMAN CONSTRUCTION CO	1		CONSTRUCTION OF FIRE STATION 33-00-000-75907 203,666.00
					VTP-017027	Total : 203,666.00
182406	6/7/2019	014412	RAINS, SCOTT		053019	REIM. EXP.FOOD/YAMBO 01-17-220-72240 54.99
						Total : 54.99
182407	6/7/2019	006361	RAY O' HERRON CO INC		1931414-IN	RAZORII G2 01-17-220-74618 751.16
						Total : 751.16
182408	6/7/2019	006366	RAY O'HERRON CO. INC - OBT		1929124-IN	AMMUNITION 01-17-220-73760 3,005.00
					1930035-IN	AMMUNITION 01-17-220-73760 660.00
						Total : 3,665.00
182409	6/7/2019	006870	RELIABLE FIRE EQUIPMENT		731747	RECERTIFY,TEST,SEAL.TAG.SENTI 01-21-000-72530 485.90

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182409	6/7/2019	006870	006870 RELIABLE FIRE EQUIPMENT	(Continued)		Total : 485.90
182410	6/7/2019	006922	RUBINO'S ITALIAN IMPORTS	051	PLATTERS 01-17-205-72220	117.41 Total : 117.41
182411	6/7/2019	007091	SAFETY KLEEN	79834403	WASHER SOLVENT, DRUM WASTE 60-00-000-72750 63-00-000-72750 64-00-000-72750 01-26-023-72750 01-17-205-72750 01-33-300-72750	31.06 31.06 26.61 88.73 133.10 133.09 Total : 443.65
182412	6/7/2019	007629	SAM'S CLUB DIRECT	000000 5693 7614	POTS & PANS 01-19-000-72220 PANS,WATER, TABLECVR,NAPKINS 01-14-000-73115 01-26-025-73115 01-33-300-73115 01-33-310-73115 60-00-000-72220 64-00-000-72220 01-26-023-72220 01-26-024-72220 60-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115 WATER 60-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115 01-14-000-73110 01-26-023-73110	63.69 10.59 10.59 10.59 10.59 52.61 22.54 75.15 37.58 3.07 1.32 4.39 2.20 12.55 5.38 17.93 8.96 29.98 29.98

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182412	6/7/2019	007629 SAM'S CLUB DIRECT	(Continued)			
					01-33-300-73110	29.98
					01-33-310-73110	29.98
			8127		COPY PAPER,WATER	
					01-21-000-72220	6.72
					01-21-000-73110	10.00
					01-21-210-73110	9.99
					01-19-020-73110	9.99
					Total :	506.35
182413	6/7/2019	015882 SERVPRO OF TINLEY PARK, IL	4999388		RITA KING 18326 PONDVIEW CT/CA	
					60-00-000-72745	250.00
					Total :	250.00
182414	6/7/2019	016115 SHARP MILL GRAPHICS, INC.	1466		GRAPHICS/ SPRING CLEAN UP	
					01-41-044-73830	430.02
					Total :	430.02
182415	6/7/2019	013190 SOLARWINDS	IN431750	VTP-017020	UPGRDE SOLARWINDS PTCH MNG	
					01-16-000-72655	1,990.00
					Total :	1,990.00
182416	6/7/2019	002592 SPOK, INC.	C6092566R		ACCT#6092566-6 PAGER SERVICE	
					01-19-000-72125	20.00
					01-17-205-72125	68.14
					01-26-025-72125	8.22
					Total :	96.36
182417	6/7/2019	019015 SSWWA	060419		LOGAN ENRIGHT/KEN HOWARD 20	
					60-00-000-72140	197.00
					63-00-000-72140	197.00
					Total :	394.00
182418	6/7/2019	012238 STAPLES BUSINESS ADVANTAGE	3414837878		PAPER CLIPS	
					01-14-000-73110	16.65
			3414837879		TONER,DISPOSABLE GLOVES,ENV	
					01-17-205-73600	114.89

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182418	6/7/2019	012238	STAPLES BUSINESS ADVANTAGE		(Continued)	
					01-17-220-72230	191.16
					01-17-205-73110	130.90
			3414837880		DISP GLOVES	
					01-17-220-72230	70.90
			3414837881		MARKERS,LTR SIZE FLAT JACKET	
					01-17-205-73110	62.47
			3414837882		REF DESK SYSTEM,BNDR,DIVIDER	
					01-17-205-73110	286.41
			3414837883		TONER,WITE OUT	
					01-17-205-73600	126.89
					01-17-205-73110	7.29
					Total :	1,007.56
182419	6/7/2019	015452	STEINER ELECTRIC COMPANY		S006365408.001	
					ROD,CLAMP	
					01-35-000-73870	26.52
					Total :	26.52
182420	6/7/2019	018878	SUPERION LLC		239132	
					VTP-016574	
					<IT> - REPLACEMENT 911 CAD SEF	
					11-00-000-74126	2,155.53
					Total :	2,155.53
182421	6/7/2019	007297	SUTTON FORD INC./FLEET SALES		483991	
					SEAL	
					01-53-000-72540	12.23
			484099		SOCKET ASY	
					01-17-205-72540	310.02
			484255		SOCKET & WIRE ASY,SOCKET ASY	
					01-17-205-72540	595.35
			484256		CABLE ASY	
					01-17-205-72540	56.46
			484286		STRAP ASY	
					01-17-205-72540	54.84
					Total :	1,028.90
182422	6/7/2019	018982	SWEENEY, KELLY		053119	
					PER DIEM: MEALS/RIFLE SCHOOL	
					01-17-220-72140	85.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182422	6/7/2019	018982	018982 SWEENEY, KELLY		(Continued)	Total : 85.00
182423	6/7/2019	019022	TALLEY, LEE R		060619 REIM. EXP. SOD 01-26-023-73680	12.81 Total : 12.81
182424	6/7/2019	018607	TELCOM INNOVATIONS GROUP, LLC		A53582 VTP-017085 6940 IP PHONES 30-00-000-75812 A53628 LABOR REMOTE SERVICE 01-26-025-72777	1,053.00 260.00 Total : 1,313.00
182425	6/7/2019	018724	THE LOCKER SHOP		E 61459 SHORTS,WINDSHIRT,SWEATPANTS O 60812 01-19-000-73610 OES 63180 PANTS/T BLOMBERG 01-19-000-73610 OES 63181 BOOTS,PANTS,SHIRT,T-SHIRTS/C / 01-19-000-73610 OES 63182 BOOTS,PANTS,SHIRT,T-SHIRTS/J L 01-19-000-73610 PANTS,BOOTS,SHIRT,T-SHIRTS/B F 01-19-000-73610	180.00 56.00 327.00 327.00 327.00 Total : 1,217.00
182426	6/7/2019	007886	THEODORE POLYGRAPH SERVICE		6625 POLYGRAPH EXAM/MATTHEW MRC 01-41-040-72846	175.00 Total : 175.00
182427	6/7/2019	007777	THOMPSON ELEVATOR INSPECTION		19-1791 127 SEMI-ANNL ELEV INSPTN,1 AN 01-33-300-72853	4,864.00 Total : 4,864.00
182428	6/7/2019	011003	TRANE		6310225 DAMPER VENT 01-26-025-72520	150.98 Total : 150.98
182429	6/7/2019	007930	TRANS UNION		05900380 BASIC SERV 4/26/19-5/25/19 01-17-225-72852	85.00

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182429	6/7/2019	007930	007930 TRANS UNION		(Continued)	Total : 85.00
182430	6/7/2019	008040	UNDERGROUND PIPE & VALVE CO	035983	TAP, BUSHINGS 60-00-000-73630	190.50 Total : 190.50
182431	6/7/2019	007987	UNITED METHODIST CHURCH	060119	JUNE'19 COMMUTER PARKING LOT 70-00-000-72621	1,200.00 Total : 1,200.00
182432	6/7/2019	005175	UNIVERSITY OF ILLINOIS	UFIN2873	VTP-016770 TRAINING TUITION/ MICHAEL WITT 01-19-000-72145	300.00 Total : 300.00
182433	6/7/2019	011904	UPS	000626634229	SHIPPER #626634 60-00-000-72110	15.67 Total : 15.67
182434	6/7/2019	004192	VILLAGE OF FRANKFORT	40010000001	ACCT#400-1000-00-01 4/1/19-5/1/19 64-00-000-73227	120,228.66 Total : 120,228.66
182435	6/7/2019	010165	WAREHOUSE DIRECT WORKPL SOLTNS	4295125-1 4305498-0	BOARD 01-26-025-73110 FOLDER 60-00-000-73110 64-00-000-73110 01-26-023-73110 01-26-024-73110 63-00-000-73110	69.08 15.54 7.77 25.90 12.94 2.59 Total : 133.82
182436	6/7/2019	019018	WELKER, JORDAN	Ref001377364	UB Refund Cst #00506130 60-00-000-20599	31.35 Total : 31.35
114 Vouchers for bank code : apbank						Bank total : 994,772.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114		Vouchers in this report			Total vouchers :	994,772.32

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date

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182437	6/14/2019	010955 A T & T LONG DISTANCE	827776689		CORP ID 931719 LONG DISTANCE 01-17-225-72120	32.25 Total : 32.25
182438	6/14/2019	002856 AIRY'S, INC	23157	VTP-017129	175TH ST & RIDGELAND IMPROVEI 61-00-000-75305	164,651.00 Total : 164,651.00
182439	6/14/2019	017521 ALL STAR FENCE & COATINGS	917150-ASF-TP	VTP-017123	POLICE STATION WEST SIDE SLIDE 30-00-000-75420	6,986.00 Total : 6,986.00
182440	6/14/2019	002452 AMERIGAS	3093110778		ACCT#201490841 01-26-024-73520 01-26-023-73520 60-00-000-73520 63-00-000-73520 64-00-000-73520	17.53 35.06 12.27 12.27 10.52 Total : 87.65
182441	6/14/2019	002732 ANIMAL WELFARE LEAGUE	8621		BAT 01-17-220-72240	105.75 Total : 105.75
182442	6/14/2019	019032 ANTHONY PIUNTI, JESSICA KONIECZKA Ref001377652			UB Refund Cst #00501484 60-00-000-20599	1.33 Total : 1.33
182443	6/14/2019	004223 ARC ILLINOIS	56ILI9038332		INK CARTRIDGE, INKJET BOND 01-33-300-73110 01-35-000-73110	225.49 225.49 Total : 450.98
182444	6/14/2019	015018 AUSTIN TYLER CONSTRUCTION, LLC	1910-03		NORTH ST RECONSTR PAYOUT 3 & 8 27-00-000-75300	68,410.80 Total : 68,410.80

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182445	6/14/2019	003166 B & J TOWING AND AUTO REPAIR	0015582		TRUCK SAFETY INSPECTIONS	
					01-26-023-72266	84.00
					60-00-000-72266	30.10
					63-00-000-72266	30.10
					64-00-000-72540	25.80
					Total :	170.00
182446	6/14/2019	010953 BATTERIES PLUS - 277	P15465151		BATTERIES	
					14-00-000-74150	140.00
					Total :	140.00
182447	6/14/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190076		HAULING SPOILS, SWEEPINGS, W	
				VTP-017134	01-26-023-72890	240.00
				VTP-017134	60-00-000-73681	392.00
				VTP-017134	64-00-000-73681	168.00
			190077		HAULING SPOILS, SWEEPINGS, W	
				VTP-017134	01-26-023-72890	450.00
				VTP-017134	60-00-000-73681	315.00
				VTP-017134	64-00-000-73681	135.00
			190078		HAULING SPOILS, SWEEPINGS, W	
				VTP-017134	01-26-023-73860	90.00
				VTP-017134	70-00-000-73860	30.00
				VTP-017134	60-00-000-73860	126.00
				VTP-017134	64-00-000-73860	54.00
			190079		HAULING SPOILS, SWEEPINGS, W	
				VTP-017134	01-26-023-73680	250.00
			190081		HAULING SPOILS, SWEEPINGS, W	
				VTP-017134	01-26-023-73860	90.00
				VTP-017134	70-00-000-73860	30.00
				VTP-017134	60-00-000-73860	126.00
				VTP-017134	64-00-000-73860	54.00
			190088		SEMI TRUCK TIME FOR HAULING S	
				VTP-017138	01-26-023-72890	750.00
			190089		SEMI TRUCK TIME FOR HAULING S	
				VTP-017138	01-26-023-72890	375.00
				VTP-017138	60-00-000-73681	262.50
				VTP-017138	64-00-000-73681	112.50

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182447	6/14/2019	002974	002974 BETTENHAUSEN CONSTRUCTION S		(Continued)	Total : 4,050.00
182448	6/14/2019	015192	BONAREK, MELISSA	061019	PER DIEM:LODG,MEALS/RESPONS 01-17-220-72140	367.75 Total : 367.75
182449	6/14/2019	012907	BORROWDALE, RUSSELL	061019	PER DIEM:MEALS/FINANCIAL CRIM 01-17-220-72140	30.00 Total : 30.00
182450	6/14/2019	003026	BROOK ELECTRICAL DISTRIBUTION	S008594655.002 VTP-017105	WIRE FOR POLICE DEPARTMENT 01-26-025-73570	795.00 Total : 795.00
182451	6/14/2019	003708	C.O.P.S.& F.I.R.E. PERSONNEL	105382	LAW ENF WRITTEN ENTRANCE EX 01-41-040-72846	2,184.00 Total : 2,184.00
182452	6/14/2019	018503	CARDNO INC	060719	REFUND OVERPAYMENT LICENSE 01-14-000-79010	100.00 Total : 100.00
182453	6/14/2019	003304	CARLIN-MORAN LANDSCAPE INC	1265 1271 2577.	MISC CUTTING 01-33-300-72744 19513 EDGEBROOK LANE 5/23/19 01-33-300-72744 CREDIT DUPL CHARGE INVOICE# 2 01-33-300-72744	2,162.50 150.00 -1,750.00 Total : 562.50
182454	6/14/2019	003396	CASE LOTS INC	9738	TOILET TISSUE,TOWELS,CAN LINE 01-26-025-73580	384.00 Total : 384.00
182455	6/14/2019	003334	CCP INDUSTRIES, INC	IN02315560	WIPES 60-00-000-72710 01-26-024-72710 01-26-023-72710	68.52 68.52 68.52

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182455	6/14/2019	003334 CCP INDUSTRIES, INC	(Continued)		01-19-000-72540	68.52
					01-17-205-72710	89.53
					01-33-300-72540	47.51
					01-12-000-72540	26.50
					01-21-000-72540	26.50
					Total :	464.12
182456	6/14/2019	003243 CDW GOVERNMENT INC	SNL5294		<PW> - AUTOCAD SFTW LICENSE I	
				VTP-017087	01-26-023-72655	1,131.12
				VTP-017087	01-26-024-72655	282.78
				VTP-017087	01-26-025-72655	282.78
				VTP-017087	60-00-000-72655	712.60
				VTP-017087	63-00-000-72655	79.18
				VTP-017087	64-00-000-72655	339.33
					Total :	2,827.79
182457	6/14/2019	013070 CENGAGE LEARNING	66796347		DEMOGRAPHIC NOW SOFTWARE	
					01-33-320-72720	3,730.00
					Total :	3,730.00
182458	6/14/2019	015199 CHICAGO PARTS & SOUNDS LLC	1-0076866		BRAKE ROTORS/ PADS FOR SUV'S	
				VTP-017103	01-17-205-72540	1,796.15
					Total :	1,796.15
182459	6/14/2019	003137 CHRISTOPHER B.BURKE ENGINEERNG	150842		PROFESSIONAL ENGINEERING SE	
				VTP-017050	30-00-000-75500	5,765.40
					Total :	5,765.40
182460	6/14/2019	014645 CHRISTY WEBBER LANDSCAPES	66988		7946 LANDSCAPE BEDS MAINT MA	
					01-26-023-72847	19,670.03
					Total :	19,670.03
182461	6/14/2019	013344 CITRIX SYSTEMS, INC	8800047949		<IT> - CITRIX SHAREFILE RENEWA	
				VTP-017130	01-16-000-72655	5,232.00
					Total :	5,232.00
182462	6/14/2019	015642 CLARKE AQUATIC SERVICES, INC.	000003950		2019 CURLY LEAF POND WEED SE	

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182462	6/14/2019	015642 CLARKE AQUATIC SERVICES, INC.	(Continued)	VTP-017074	01-26-023-72790	1,360.00
Total :						1,360.00
182463	6/14/2019	018475 CLARKE, KIMBERLY	204123		REIM. EXP. APA EXAM 01-33-310-72140	425.00
Total :						425.00
182464	6/14/2019	012917 COLLEGE OF DUPAGE	10240		#1373014 DAN ODWYER EMERG R 01-17-220-72140	195.00
			10240.		#1582068 ROGER DAVISSON EMEF 01-17-220-72140	195.00
			10240..		#1582073 RUSSELL BORROWDALE 01-17-220-72140	195.00
Total :						585.00
182465	6/14/2019	017298 COMCAST BUSINESS	83071386		ACCT#930890410 16250 OAK PARK 01-14-000-72125	1,145.05
Total :						1,145.05
182466	6/14/2019	012057 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 6/8/19-7/ 01-14-000-72125	231.85
Total :						231.85
182467	6/14/2019	012522 CONNEY SAFETY PRODUCTS, LLC	05709421		GLOVES 60-00-000-73845 63-00-000-73845 64-00-000-73845 01-26-023-73845 01-26-024-73845	99.07 11.00 47.17 157.24 78.61
Total :						393.09
182468	6/14/2019	012410 CONSERV FS, INC.	66029742		CONSERV #12 ALUM SCOOP 01-26-023-73410	32.88
			66029766		CIDE-KICK,ROUNDUP QUIK PRO 01-26-023-73680	106.98
			66029798		CONSERV FS SUNNY,13-25-12 W/M	

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182468	6/14/2019	012410 CONSERV FS, INC.	(Continued)		01-26-023-73680	213.42
					Total :	353.28
182469	6/14/2019	012826 CONSTELLATION NEWENERGY, INC.	795603-10		ACCT#8061886 4/26/19-5/28/19 01-26-024-72510	3,446.01
					Total :	3,446.01
182470	6/14/2019	018234 CORE & MAIN LP	K600447		METER GASKET 60-00-000-73631	6.02
			K657487		64-00-000-73631	2.58
				VTP-017091	PLUMBING SUPPLIES 60-00-000-73630	2,005.65
					Total :	2,014.25
182471	6/14/2019	003635 CROSSMARK PRINTING, INC	74453		FIELD SUMMARY FORM 01-19-020-72310	347.29
					Total :	347.29
182472	6/14/2019	010442 DE ADAM, ANTHONY	11464056486077000		CANOPY TENT W/SIDEWALLS 01-19-000-73870	239.99
					Total :	239.99
182473	6/14/2019	003770 DUSTCATCHERS INC	62378		MATS/VH 01-26-025-72790	65.93
			62379		MATS/PD 01-26-025-72790	85.41
					Total :	151.34
182474	6/14/2019	004033 EFFECTIVE SIGNS	19-06-104		MUSIC SPONSOR BANNER 01-35-000-72923	175.00
					Total :	175.00
182475	6/14/2019	004094 EJ EQUIPMENT INC.	P17993		BULBS 64-00-000-72552	55.04
			P18084		WASHERS,O-RING,LENS,SPACER,[64-00-000-72552	213.77

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182475	6/14/2019	004094	004094		EJ EQUIPMENT INC.	
					(Continued)	
					Total :	268.81
182476	6/14/2019	011176		14774	GRAPHICS	
					01-17-205-72540	965.80
					Total :	965.80
182477	6/14/2019	004019		032219	JACKET BROUGHT IN FOR EMBRO	
					01-17-205-73610	12.00
				052619	NAME PLATES	
					01-26-025-72520	18.19
					Total :	30.19
182478	6/14/2019	019029		060719	REFUND EXTRA VEHICLE STICKER	
					06-00-000-79005	25.00
					Total :	25.00
182479	6/14/2019	015058		29075356	FUEL CARTRIDGE	
					01-26-023-72540	252.04
					Total :	252.04
182480	6/14/2019	012941		52-424025	AUTO TRANS	
					01-19-000-72540	39.93
				52-424251	ENGINE OIL FILTER	
					01-19-000-72540	5.51
				52-424699	BRAKE ROTOR,BRAKE LINING	
					60-00-000-72540	87.08
					63-00-000-72540	34.83
					64-00-000-72540	52.24
				52-424703	WHEEL BEARING AND HUB ASM	
					01-17-205-72540	122.52
				52-424747	CREDIT WHEEL SEAL	
					01-53-000-72540	-10.70
				52-424756	WHEEL BEARING & ADD HUB ASM	
					01-17-205-72540	122.52
				52-424780	U-JOINT	
					60-00-000-72540	29.40
					63-00-000-72540	11.76

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182480	6/14/2019	012941 FMP	(Continued)		64-00-000-72540	17.64
					Total :	512.73
182481	6/14/2019	011132 FORCE ENTERPRISES	047160		ENVELOPES 01-14-000-72310	103.48
					Total :	103.48
182482	6/14/2019	016202 FOUNTAIN TECHNOLOGIES LTD	12693	VTP-017052	REPAIRS TO FOUNTAIN IN ZABROC 01-26-023-72790	2,224.00
					Total :	2,224.00
182483	6/14/2019	011611 FOX VALLEY FIRE & SAFETY CO.	IN00262594		FIRE ALARM SYSTEM SERVICE / VI 01-26-025-72122	333.00
			IN00267246		ALARM SYSTEM / VH 01-26-025-72122	390.00
			IN00270320		PUMP HOUSE 6640 167TH ST FIRE 60-00-000-72122	99.05
					63-00-000-72122	99.05
					64-00-000-72122	84.90
			IN00272831	VTP-016992	MONTHLY RADIO MAINTENANCE 14-00-000-72750	8,304.25
					Total :	9,310.25
182484	6/14/2019	004527 GOV'T FINANCE OFFICERS ASSOC	061119		APPLICATION FEE/DISTINGUISHED 01-15-000-72790	575.00
					Total :	575.00
182485	6/14/2019	004438 GRAINGER	9186619301		MATTRESS COVER 01-19-000-72524	174.40
			9202371739	VTP-017125	THROW BAG 01-17-220-73600	416.40
					Total :	590.80
182486	6/14/2019	017940 HOBAN, PATRICK	061219		REIM EXP ICSC RECON CONF ADD 01-33-320-72130	295.36
					Total :	295.36

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182487	6/14/2019	018510 HOT CORNER UNIFORMS	1000757		SUMMER EVENT TSHIRTS 01-35-000-73210	229.00
Total :						229.00
182488	6/14/2019	005127 INGALLS OCCUPATIONAL MEDICINE	CP279268		HEP B VACCINE 01-14-000-72985	65.00
			CP279445		BREATHALYZER,DRUG SCREEN,E)	
					01-26-024-72446	79.00
					01-17-205-72446	79.00
					60-00-000-72446	79.00
					01-26-024-72446	201.00
					60-00-000-72446	79.00
					01-26-023-72446	79.00
					01-19-000-72150	20.00
					01-41-040-72846	296.00
					01-26-023-72446	79.00
					60-00-000-72446	59.00
					01-26-023-72446	158.00
					60-00-000-72446	79.00
					01-26-024-72446	79.00
					01-26-023-72446	79.00
Total :						1,510.00
182489	6/14/2019	013235 INTEGRITY SIGN COMPANY	85308	VTP-017056	GRAPHICS ON E 49 01-19-000-72540	285.00
Total :						285.00
182490	6/14/2019	019028 JONES, HERSHEY	060719		TOBACCO SPECIAL AGENT 01-17-205-73875	45.00
Total :						45.00
182491	6/14/2019	019030 KELLY& JENNIFER LAIDLAW, GENE	Ref001377637		UB Refund Cst #00503348 60-00-000-20599	322.45
Total :						322.45
182492	6/14/2019	019033 KITTANEH, MUIAIAD	Ref001377653		UB Refund Cst #00506239 60-00-000-20599	60.22

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182492	6/14/2019	019033	019033 KITTANEH, MUAIAD		(Continued)	Total : 60.22
182493	6/14/2019	016616	KURTZ AMBULANCE SERVICE INC.	10174	EMS SERVICE AGREEMENT 5/1/19-01-21-000-72856	53,625.42
					Total :	53,625.42
182494	6/14/2019	005222	LEE JENSEN SALES CO., INC.	189552	CALIBRATION,SENSOR,PUMP FILTI 60-00-000-73845 64-00-000-73845	131.00 131.00
					Total :	262.00
182495	6/14/2019	018987	LUCHESSI, LUIS	061219	PERF FARMERS MARKET 6/8/19 01-35-000-72923	75.00
					Total :	75.00
182496	6/14/2019	019023	M & F SERVICES ONE INC	2060	TESTING/CERT FIRE ST #1 01-26-025-72790	190.00
					Total :	190.00
182497	6/14/2019	011800	MAC TOOLS DISTRIBUTOR	137884	A/C REC MACHINE SPIN ON FILTEF 01-17-205-72540 01-26-023-72540 01-26-024-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540	48.40 24.20 24.20 12.10 4.84 7.25
					Total :	120.99
182498	6/14/2019	013059	MAIOLO, DENISE	061119	REIM EXP MILEAGE MAY'19 01-12-000-72170 061119. 01-12-000-72130 061119.. 01-12-000-72130	10.44 42.22 22.52
					Total :	75.18
182499	6/14/2019	012631	MASTER AUTO SUPPLY, LTD.	15030-71303	FUEL & OIL FILTER 01-19-000-72540	10.49

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182499	6/14/2019	012631	MASTER AUTO SUPPLY, LTD.	(Continued)		
			15030-71569		STRUT TOWER REP KIT	
					01-26-023-72540	24.13
			15030-71634		SWITCH FX	
					01-17-205-72540	10.81
			15030-71646		HEADLIGHT	
					01-26-023-72540	22.44
					Total :	67.87
182500	6/14/2019	019034	MCMILLAN, WILLIAM	Ref001377654	UB Refund Cst #00508773	
					60-00-000-20599	7.69
					Total :	7.69
182501	6/14/2019	005645	MEADE ELECTRIC COMPANY INC.	688477	TRAFFIC SIGNAL MAINT 171&173 C	
					01-26-024-72775	495.00
					Total :	495.00
182502	6/14/2019	006074	MENARDS	65750	NITRILE,NZLE,DUST PAN,HOSE,LIC	
					60-00-000-73870	29.70
					63-00-000-73870	29.70
					64-00-000-73870	25.47
			66341		POLY,BUCKET,TRAY LINER,CVRS,M	
					01-26-023-73620	81.41
			66357		MOP BUCKET,SHELF,MOP,PAIL,FAI	
					01-26-025-73580	133.06
			66360		WATER	
					01-19-000-72220	17.94
					01-19-000-73115	56.97
			66372		BROOM & DUST PAN,PUSH BROOM	
					01-26-025-73580	35.98
			66416		CARABINER,MOUNTING STRIPS	
					01-26-025-73840	8.02
			66436		EYE BOLT	
					01-26-025-73840	1.88
			66496		IV 3PK 20AMP GFCI	
					01-26-024-73570	69.98
			66497		BULB,SOCKET	

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182502	6/14/2019	006074 MENARDS	(Continued)			
			66498		01-26-025-73570 POLY CLEAR	15.93
			66505		01-26-025-73870 BITSKT,TOOL SET	15.96
			66523		64-00-000-73410 DOLLY,TRASH CANS,CLNR,PUTTY	9.96
			66639		01-26-025-73580 GLASS & TILE,ANCHORS	151.10
					01-26-025-73410	16.96
					01-26-025-73840	2.58
			66704		SPLICE	
					01-19-000-73410	6.99
			66882		TOWER FAN,MONTEGO,SHOWER I	
					01-19-000-72524	123.52
			66892		SHOWER ROD,MONTEGO	
					01-19-000-72524	39.90
Total :						873.01
182503	6/14/2019	012517 MERIDIAN IT INC	450676		<IT> - DR PROJECT - 2ND DATA CE	
				VTP-016910	30-00-000-74126	118,863.18
					30-00-000-74126	833.28
			451704		<IT> - REPLACE EOL SERVER SWI	
				VTP-017040	30-00-000-74129	6,744.78
			452550		<IT> DR PROJECT - FLEXPOD INST	
				VTP-017049	30-00-000-74126	11,252.50
Total :						137,693.74
182504	6/14/2019	017063 MIDDLETON, ZACHARY	061019		PER DIEM: MEALS FTO SOKOLOVE	
					01-17-220-72140	75.00
Total :						75.00
182505	6/14/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3036929001		PARTS,CLIP,BRAKE CLNR,KAR TITI	
					01-17-205-72540	66.38
					01-33-300-72540	22.12
					01-26-024-72540	44.25
					01-26-023-72540	44.25

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182505	6/14/2019	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		60-00-000-72540	30.98
					63-00-000-72540	4.43
					64-00-000-72540	8.84
					01-17-205-72540	9.86
					01-33-300-72540	3.29
					01-26-024-72540	6.57
					01-26-023-72540	6.57
					60-00-000-72540	4.60
					63-00-000-72540	0.66
					64-00-000-72540	1.32
			3051224001		HOSE	
					01-26-023-72540	270.11
			3054276001		BRAKE CLNR,SILICONE ,BULB	
					60-00-000-72540	14.12
					63-00-000-72540	2.02
					64-00-000-72540	4.02
					01-26-023-72540	20.16
					01-26-024-72540	20.16
					01-17-205-72540	30.24
					01-33-300-72540	10.08
					Total :	625.03
182506	6/14/2019	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-5-19		CIMP MAY'19	
					30-00-000-75812	13,723.50
			TPCS-5-19		RADIO SYSTEM/COMM & TECH PR	
					11-00-000-72750	11,266.50
					Total :	24,990.00
182507	6/14/2019	014443 MURPHY & MILLER, INC	MC00006578	VTP-017106	PREVENTATIVE MAINTENANCE / 80	
					01-26-025-72790	592.83
					Total :	592.83
182508	6/14/2019	006197 NAT'L EMERGENCY NUMBER ASSOC.	200016257		ADV POLICE DISPTCHING/M.SAMA	
					01-21-210-72720	199.00
					Total :	199.00

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182509	6/14/2019	015723 NICOR	09977410001		ACCT#09977410001 7801 W 191ST 01-26-025-72511	230.95
					Total :	230.95
182510	6/14/2019	012036 O'DWYER, DANIEL	061019		PER DIEM:MEALS FINANCIAL CRIM 01-17-220-72140	30.00
					Total :	30.00
182511	6/14/2019	013096 PACE SYSTEMS INC	in00026282	VTP-017078	<IT> - HP SERVER MAINT RENEWA 01-16-000-72756	6,575.00
					Total :	6,575.00
182512	6/14/2019	006475 PARK ACE HARDWARE	061096/1		BATTERY PHOTO 01-19-000-73115	41.97
			061181/1		PARTS,WRENCH 01-26-023-73840	25.18
			61074/1		PAPER TOWELS 01-19-000-73580	12.99
			61156/1		EXCHANGE LP TANK 01-19-000-73540	39.98
					Total :	120.12
182513	6/14/2019	018489 POLKOWSKI, MICHELLE S.	060719		TOBACCO SPECIAL AGENT 01-17-205-73875	45.00
					Total :	45.00
182514	6/14/2019	014850 POP'S ITALIAN BEEF AND SAUSAGE	061219		JUNE'19 LUNCHEON SENIOR CEN' 01-41-056-72937	307.51
					Total :	307.51
182515	6/14/2019	006680 PUBLIC SAFETY TRAINING	21494		CHACHAKIS,KRISTUFEK/EXCEPT S 01-21-210-72720	398.00
					Total :	398.00
182516	6/14/2019	007680 PUBLIC STORAGE	51624287		SPACE 246 STORAGE FIRE ST 47 01-19-000-73870	181.00
					Total :	181.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182517	6/14/2019	006850 QUILL CORPORATION	7846803		NOTEBK,LTR 01-33-300-73110	61.16
Total :						61.16
182518	6/14/2019	006361 RAY O' HERRON CO INC	1931443-IN		UNIFORMS/SARAH JASPERE 01-17-205-73610	514.19
			1931446-IN		UNIFORMS-MOZALE MCHENRY 01-17-205-73610	344.29
			1931448-IN		UNIFORMS-JOHN SUTKO 01-17-205-73610	692.83
			1931449-IN		UNIFORMS/MOZALE MCHENRY 01-17-205-73610	680.40
			1931450-IN		UNIFORMS/SARAH JASPERE 01-17-205-73610	579.85
			1932261-IN		CITATION HOLDER 01-17-205-73610	18.95
			1932262-IN		CITATION HOLDER 01-17-205-73610	18.95
			1932265-IN		DUTY BELT 01-17-205-73610	44.50
Total :						2,893.96
182519	6/14/2019	006974 RINGHOFER, WILLIAM	060119		HEALTH INSURANCE REIM JUNE'19 01-17-205-72435	601.70
Total :						601.70
182520	6/14/2019	014110 RIVERA, JOSE	061419	VTP-017143	PERF/FIVE GUYS NAMED MOE 6/15 01-35-000-72923	1,600.00
Total :						1,600.00
182521	6/14/2019	006874 ROBINSON ENGINEERING CO. LTD.	19050334		PROJ#19-R0005.01 2020 RESURF F 05-00-000-72840	100,000.00
					06-00-000-72840	26,480.00
Total :						126,480.00
182522	6/14/2019	006874 ROBINSON ENGINEERING CO. LTD.	19050152		PROJ#14-653.04 TP OAK PK AV RE 33-00-000-75806	14,501.57

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182522	6/14/2019	006874	006874 ROBINSON ENGINEERING CO. LTD. (Continued)			Total : 14,501.57
182523	6/14/2019	006874	ROBINSON ENGINEERING CO. LTD.	19050157	PROJ#16-R0402 175TH ST RIDGEL/ 33-00-000-75806	13,614.54 Total : 13,614.54
182524	6/14/2019	013234	ROMEOVILLE FIRE ACADEMY	2019-311 2019-317	TRNG CLASS/CHARLES KRUG/SWI 01-19-000-72145 EMMANOUILIDIS,KRUG/WATER RE 01-19-000-72145	350.00 870.00 Total : 1,220.00
182525	6/14/2019	016334	RUSH TRUCK CENTERS	3015136623	LABOR/TRAIN CUSTOMER ON COM 01-26-023-72140	500.00 Total : 500.00
182526	6/14/2019	016611	RYAN ELECTRICAL SERVICES, INC.	14135 14146	POLICE STATION EAST GATE CONI 30-00-000-75420 POLICE STATION WEST GATE POW 30-00-000-75420	4,490.00 9,100.00 Total : 13,590.00
182527	6/14/2019	007629	SAM'S CLUB DIRECT	8054 9336	SODA,WATER 01-14-000-73115 60-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115 **** 8162 BBQ SUPPLIES,COOKIES 01-17-235-73600 01-17-205-72220 01-17-205-73570 01-17-205-73110 01-17-205-73315	13.36 16.73 7.17 23.90 11.96 332.54 28.54 20.88 39.94 33.68 Total : 528.70
182528	6/14/2019	007453	SERVICE SANITATION, INC.	7738573	SERVICE CONTRACTS FIREMAN TI 01-19-000-72750	153.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182528	6/14/2019	007453	007453 SERVICE SANITATION, INC.		(Continued)	Total : 153.60
182529	6/14/2019	017378	SIKICH LLP		AUDIT VILL FINANCIAL STATEMENT	
					01-14-000-72845	3,350.00
					60-00-000-72845	3,350.00
					Total :	6,700.00
182530	6/14/2019	007109	SIRCHIE FINGER PRINT LABS		BLACK HOLE FARADAY BAG STANI	
			0395867-IN	VTP-016885	01-17-225-73600	428.19
			0398152-IN	VTP-016916	EVIDENCE SUPPLIES	
					01-17-225-73550	327.14
					Total :	755.33
182531	6/14/2019	013043	SITE DESIGN GROUP, LTD.		LANDSCAPE MNGMNT 2/24/19-5/25	
			7482ph2-25		01-23-000-72847	875.00
			7698-43		NATURAL AREAS MAINT 4/21/19-5/2	
					01-26-023-72847	7,797.50
			7946-25		MOWING 4/21/19-5/25/19	
					01-26-023-72847	7,300.63
			7947-15		LAWN TREATMENT SERV 2/24/19-5	
					01-23-000-72847	67.50
			7954-21		PANDUIT LEGACY POND 1/27/19-5/	
					16-00-000-75315	447.50
			7955-13		IRRIGATION MAINT 4/21/19-5/25/19	
					01-26-023-72847	115.00
			8081-16		DOWNTOWN PLANTERS 4/21/19-5/	
					01-26-023-72847	1,765.00
			8322-09		FAIRFIELD GLEN RESTORATION 3/	
					30-00-000-73681	1,171.13
			8323-10		APPLE POND DREDGING & RESTR	
					30-00-000-73681	1,537.50
			8498-05		SUBURBAN TREE- CONSORTIUM 4	
					01-26-023-72847	7,622.08
					Total :	28,698.84
182532	6/14/2019	013190	SOLARWINDS		WATER SOFTWARE	
			IN434843		60-00-000-72655	67.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182532	6/14/2019	013190 SOLARWINDS	(Continued)		63-00-000-72655	8.00
					64-00-000-72655	31.00
					Total :	106.00
182533	6/14/2019	018147 SONI, RAJ	052819		PERF FARMERS MARKET 6/29/19	
					01-35-000-72923	75.00
					Total :	75.00
182534	6/14/2019	007350 SOUTH SUB. MAYORS & MANAGERS	2019-390		EAP PREMIUM 5/1/19-10/31/19	
					01-12-000-72447	6,373.20
					Total :	6,373.20
182535	6/14/2019	007224 STANDARD EQUIPMENT COMPANY	P14611	VTP-017097	(5) BOXES OF GUTTER BROOMS S	
					01-26-023-72530	841.80
					Total :	841.80
182536	6/14/2019	012238 STAPLES BUSINESS ADVANTAGE	3415758582		PAD,ADD MACH ROLL,HILIGHTER,I	
					01-14-000-73110	42.20
					01-13-000-73110	41.05
			3415758583		01-14-000-73110	18.49
			3415758586		CREDIT ELECTRIC PENCIL SHARPI	
					01-14-000-73110	-18.49
					PUSH PINS,PENS,POS ROLLS ,POS	
					01-17-205-73110	137.29
					Total :	220.54
182537	6/14/2019	018291 SUPERIOR PUMPING SERV,LLC	1722	VTP-017112	LIFT STATION REPAIRS PUMPS 1 &	
					64-00-000-72525	735.00
					Total :	735.00
182538	6/14/2019	007134 SURGE CLUTCH & DRIVELINE CO.	40092		FLANGE,U JOINT	
					60-00-000-72540	68.71
					63-00-000-72540	27.48
					64-00-000-72540	41.22
					Total :	137.41
182539	6/14/2019	017520 THE COP FIRE SHOP	117862		UNIFORM BLACK SHORT SLEEVE F	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
182539	6/14/2019	017520 THE COP FIRE SHOP	(Continued)				
			117949		01-17-215-73600 UNIFORMS 01-17-205-73610	716.00 177.00	
						Total :	893.00
182540	6/14/2019	016432 THE DAVEY TREE EXPERT COMPANY	913437147		TREEKEEPER SUBSCRIPTION-3 MO		
				VTP-017136	01-26-023-72655	625.00	
						Total :	625.00
182541	6/14/2019	014854 THOMSON REUTERS-WEST PYMNT CTF	840394559		INVESTIGATION DETAILS-5/1/19-5/3		
					01-17-225-72852	188.47	
						Total :	188.47
182542	6/14/2019	011799 TRANSCHICAGO TRUCK GROUP	3183719		VALVE		
					01-26-023-72530	49.72	
						Total :	49.72
182543	6/14/2019	011452 TRIHEDRAL ENGINEERING LIMITED	2148		SCADA SOFTWARE RENEWAL		
				VTP-017113	60-00-000-72655	1,957.56	
				VTP-017113	64-00-000-72655	932.17	
				VTP-017113	63-00-000-72655	217.51	
						Total :	3,107.24
182544	6/14/2019	018966 U S AQUA VAC INC	203571		MUCK BAG		
					30-00-000-73681	18,000.00	
						Total :	18,000.00
182545	6/14/2019	008040 UNDERGROUND PIPE & VALVE CO	035983-01		PLASTIC ARCH PATTERN TELES		
					60-00-000-73630	408.00	
						Total :	408.00
182546	6/14/2019	010579 UNIVERSITY OF ILLINOIS	UPIN9806		PATROL RIFLE INSTRUCTOR KEITH		
					01-17-220-72140	446.00	
						Total :	446.00
182547	6/14/2019	017414 US DIGITAL DESIGNS, INC	8696		ANNUAL SERVICE FEE 5/6/19-5/5/21		
				VTP-017088	01-19-000-72750	14,694.74	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182547	6/14/2019	017414	017414 US DIGITAL DESIGNS, INC		(Continued)	Total : 14,694.74
182548	6/14/2019	012727	VERIPIC INC	34082	DIGITAL EVIDENCE MANAGER DES 01-17-220-72655	4,837.56 Total : 4,837.56
182549	6/14/2019	008085	VERMEER MIDWEST/VERMEER IL	PD7175	BELT-V-BAND 01-26-023-72530	184.30 Total : 184.30
182550	6/14/2019	006362	VILLAGE OF OAK LAWN	1-9990015-00	ACCT#1-9990015-00 6/1/19-6/30/19 60-00-000-73220	1,035,799.40 Total : 1,035,799.40
182551	6/14/2019	019025	VOOGT, STEVE	060619	REFUND VEHICLE STICKERS/MOVI 06-00-000-79005	125.00 Total : 125.00
182552	6/14/2019	018744	WALSH, MATTHEW	060619	PER DIEM:MEALS,FUEL/ ILL LAW E 01-17-205-72140	213.35 Total : 213.35
182553	6/14/2019	010165	WAREHOUSE DIRECT WORKPL SOLTNS 4284716-0		SOAP 01-26-025-73580	158.78 Total : 158.78
182554	6/14/2019	018124	WASHBURN MACHINERY, INC	128411	FIRE ST #4 /SERVICE WASHER 01-19-000-72530	533.50 Total : 533.50
182555	6/14/2019	015154	WELLS FARGO BANK	1707565	TINL613GO VOTP IL SERIES 2013 A 41-00-000-96200	500.00 Total : 500.00
182556	6/14/2019	018766	WEST CENTRAL MUNICIPAL	0006802-IN	8498 SUB TREE CONSORTIUM 2019 01-26-023-72847	211.00 Total : 211.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182557	6/14/2019	019031 ZEGARAC, KYLE	Ref001377651		UB Refund Cst #00499566 60-00-000-20599	75.00
Total :						75.00
182558	6/14/2019	008636 ZETTLEMEIER'S BAKERY	0234865		CUPCAKES 01-41-056-72937	69.65
Total :						69.65
122 Vouchers for bank code : apbank						Bank total : 1,846,830.18
122 Vouchers in this report						Total vouchers : 1,846,830.18

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date

**Interoffice****Memo**

Date: June 13, 2019

To: Village Board of Trustees

From: Dominic Sanfilippo, Executive Assistant to the Mayor

Subject: Los 3 Burritos #2 Video Gaming Request

The purpose of this memo is to explain the background of Los 3 Burritos #2's request for a Class DV liquor license that would allow video gaming.

Florentino Garcia and Vanessa Palma of Los 3 Burritos #2, located at 8005 183rd Street, has approached the liquor commissioner about adding video gaming to their restaurant. Los 3 Burritos #2 is a full service restaurant that has operated in Tinley Park for 10 years and is in good standing with the Village of Tinley Park.

Los 3 Burritos #2 currently holds a Class D Liquor License, which allows "sale by a restaurant for consumption on the premises by the drink only"; this petition is to change to a Class DV license, which allows "sale by a restaurant for consumption on the premises by the drink only and has video gaming."¹

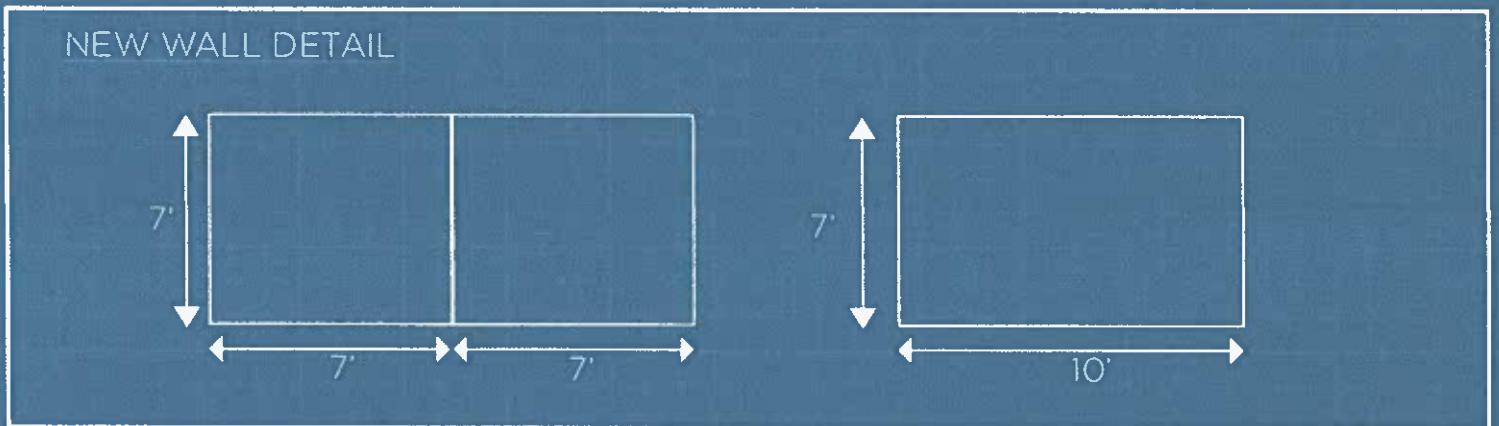
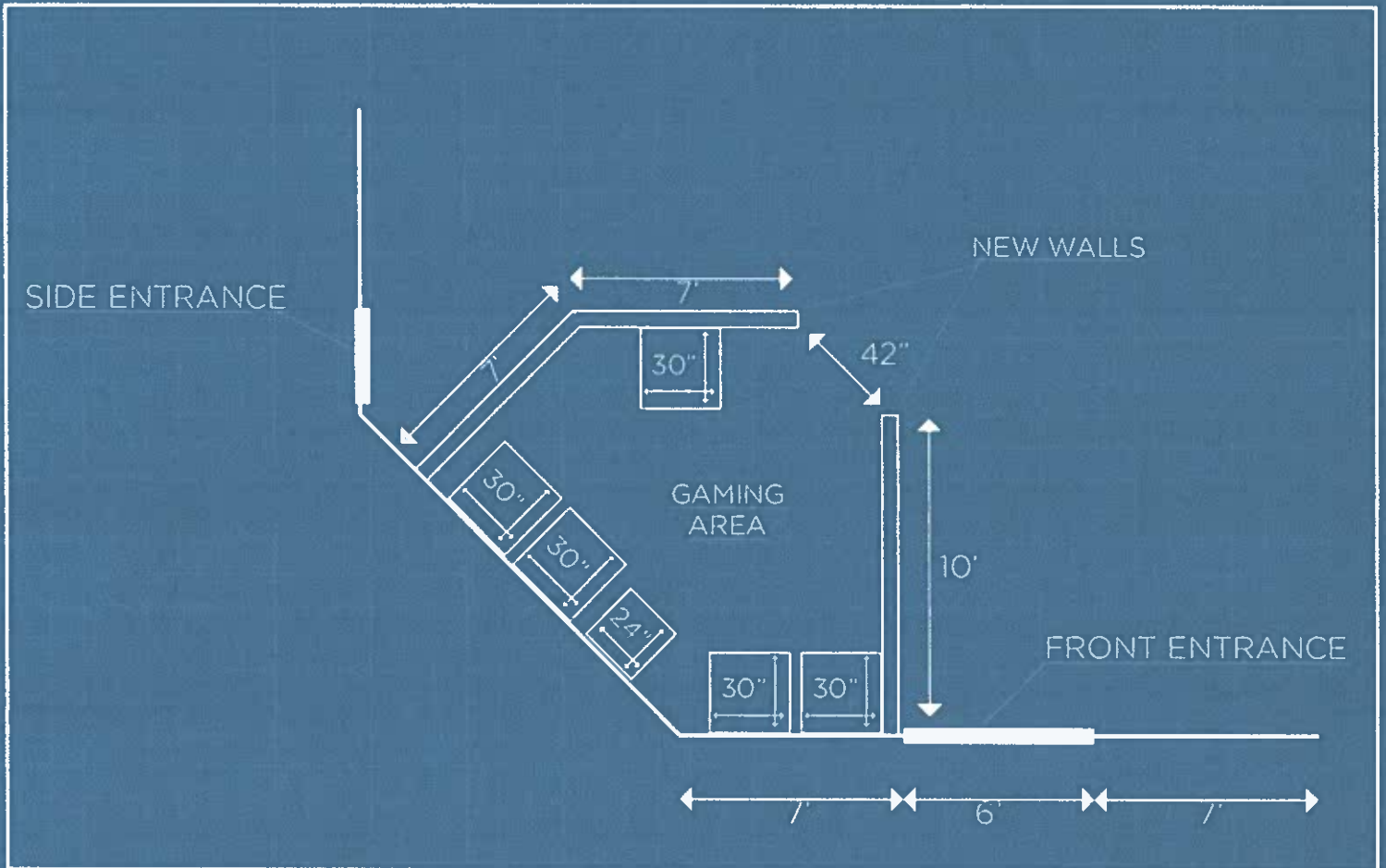
After initial review at the 6/4 Committee of the Whole, the Board referred the original request to the Administrative & Legal Subcommittee on 6/11 and encouraged Los 3 Burritos #2 to re-submit a proposal for walls around the video game terminals that were at least seven (7) feet in height. The establishment re-submitted their floor plans with several proposed edits (those are attached at the end of this memo.) At the 6/11 Administrative & Legal meeting, they stated their intent to construct 7-foot walls, should they obtain the DV license.

Los 3 Burritos #2 has been a stable presence in the community & has shown that video gaming would not be the main source of revenue for the establishment.

¹ Tinley Park Municipal Code, § 1 12.20, (D), (1-2).

LOS 3 BURRITOS

8005 183RD ST, TINLEY PARK, IL 60487



ALL WINDOWS/GLASS NEAR GAMING AREA WILL HAVE A FILM INSTALLED TO PREVENT ANYONE FROM SEEING IN.

NO GAMING ADVERTISEMENTS WILL BE REFLECTED ON FILM.

THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2019-O-029

**AN ORDINANCE DECREASING THE NUMBER OF CLASS “D” LIQUOR
LICENSES AND INCREASING THE NUMBER OF CLASS “DV”
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE
(Los 3 Burritos #2, located at 8005 183rd Street)**

JACOB C. VANDENBERG, President
KRISTIN A. THIRION, Village Clerk

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

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

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE NO. 2019-O-029

**AN ORDINANCE DECREASING THE NUMBER OF CLASS “D” LIQUOR
LICENSES AND INCREASING THE NUMBER OF CLASS “DV”
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE
(Los 3 Burritos #2, located at 8005 183rd Street)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park believe and hereby declare it is in the best interest of the Village to decrease the number of Class “D” liquor licenses and increase the number of Class “DV” liquor licenses authorized to be issued; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “D” licenses that can be issued by the Village shall be and is hereby decreased from six (6) to five (5), (this decrease in the number of Class “D” liquor licenses reflects the availability of one less Class “D” liquor license due to the request by Los 3 Burritos #2 to discontinue its existing Class “D” liquor license in favor of a Class “DV” liquor license to add video gaming to the restaurant, located at 8005 183rd Street).

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “DV” licenses that can be issued by the Village shall be and is hereby increased from two (2) to three (3), (this increase in the number of Class “DV” liquor licenses reflects the availability of one additional Class “DV” liquor license to be issued to Los 3 Burritos #2, located at 8005 183rd Street).

SECTION 4: As a condition to the issuance of the aforementioned Class “DV” license, Los 3 Burritos #2 shall maintain seven foot walls around the perimeter of the area designated for video gaming terminals.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-029 “AN ORDINANCE DECREASING THE NUMBER OF CLASS “D” LIQUOR LICENSES AND INCREASING THE NUMBER OF CLASS “DV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (Los 3 Burritos #2, located at 8005 183rd Street),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

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

 KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

Date: May 30, 2019

To: David Niemeyer, Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: Proposed Change to Purchasing Policy Limit for Multiple Quotes

Presented for June 18, 2019 Village Board discussion and action.

Description: In an effort to maintain a long lasting relationship with our vendors/contractors, it is recommended that the purchasing policy limit for multiple quotes threshold for contracted services contained in the Purchasing Policy Ordinance 2017-O-012 (Section 3.0) be raised from \$2,500.00 to \$7,500.00.

Background: The current threshold of \$2,500.00 reduces contractors' want to provide a quote. This practice has been found to be burdensome to staff and estimators alike. In current day to day operations, \$7,500.00 would be a more appropriate amount.

Currently, amongst the departments within Public Works, we will on average call contractors up to 5 times a week (in the busy seasons) looking for quotes at the \$2,500.00 level and an average of once a week throughout the rest of the year.

Having recent discussions between staff and contractors/business owners explaining the common belief that multiple site visits for jobs in the range of \$2,500.00-\$5,000.00 without receiving contract is "basically a waste of everyone's time". Understanding the average job with prevailing wage and typical materials added can be over \$3,500.00 for one day of work, staff is asking to increase the cost to cover the average of 2-plus days of contracted services.

Staff Direction Request: Approve request to amend the purchasing policy to add a purchase threshold limit for multiple quotes from \$2,500.00 to \$7,500.00 for contractual services while keeping the existing \$2,500.00 requirement for commodity types of purchases.

Attachment: 3.0 General Policy that refers to purchasing policy limit for multiple quotes.

3.0 General Policy

The following processes and guidelines shall be used by all employees and elected officials, except as noted in section 3.1 and 3.2. Where a PO is required, an employee should enter a purchase order request with the appropriate approval queue in the financial software. Purchases should not be made prior to receiving approval for the purchase.

Purchase \$ Threshold	Petty Cash	Supervisor Signature	Eden Purchase Order	PO with Supervisor or Manager Approval	PO with Supervisor & Treasurer Approval	PO with Supervisor, Treasurer, & VM Approval	Require 3 or more quotes	RFP/RFQ or Bid Process
<\$20	X							
<\$500		X	Recommended					
\$500 to \$2500			X	X				
\$2501 to \$5000			X		X		X	
>\$5000			X			X	X	
>\$20,000								X



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

ORDINANCE
NO. 2019-O-033

**AN ORDINANCE AMENDING TITLE III, CHAPTER 36, SECTION 36.03 OF THE
TINLEY PARK MUNICIPAL CODE ENTITLED "PURCHASING MANUAL ADOPTED
BY REFERENCE"**

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

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

DRAFT ORDINANCE

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-033

AN ORDINANCE AMENDING TITLE III, CHAPTER 36, SECTION 36.03 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “PURCHASING MANUAL ADOPTED BY REFERENCE”

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) finds it prudent to periodically review its policies and procedures; and

WHEREAS, in furtherance of such goals, the Village previously has from time to time adopted purchasing policies, with the most recent purchasing policy adopted in March 2017; and

WHEREAS, the Village has found current business conditions have created challenges for staff to comply with the provisions of the purchasing policy which requires obtaining multiple quotes for small contractual work; and

WHEREAS, the need for such small contractual work is recurring throughout the year and cannot easily be anticipated or planned in advance; and

WHEREAS, the Village has reviewed the provisions of its current purchasing policy and finds that modifications are warranted; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to amend Title III, Chapter 36, Section 36.03 pursuant to this Ordinance; and

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

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

DRAFT ORDINANCE

SECTION 2: That Title III, Chapter 36, Section 36.03 entitled “PURCHASING MANUAL ADOPTED BY REFERENCE,” is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

§ 36.03 PURCHASING MANUAL ADOPTED BY REFERENCE.

(A) The purchasing manual is hereby adopted, and all the rules, regulations, and procedures contained therein, are incorporated into this chapter as fully as if each rule, regulation, and procedure had been set out at length in this chapter.

(B) All purchases made by the ~~village~~ Village shall be governed by the purchasing manual, which shall hereafter be incorporated as a section of the Village’s Fiscal Policies Manual which ~~purchasing manual~~ has been, and is now, on file in the office of the Village Clerk of the ~~village~~ Village of Tinley Park, Cook, and Will Counties, Illinois, ~~and which purchasing manual is hereby adopted as the purchasing manual of the village of Tinley Park, Cook, and Will Counties, Illinois.~~

SECTION 3: A copy of the Purchasing Policy Manual referenced herein is included as “EXHIBIT A” attached hereto.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

VILLAGE OF TINLEY...
DRAFT ORDINANCE

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

“EXHIBIT A”

Purchasing Policy Manual

DRAFT ORDINANCE

STATE OF ILLINOIS)	
COUNTY OF COOK)	SS
COUNTY OF WILL)	

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-033, “AN ORDINANCE AMENDING TITLE III, CHAPTER 36, SECTION 36.03 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “PURCHASING MANUAL ADOPTED BY REFERENCE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

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

KRISTIN A. THIRION, VILLAGE CLERK



The Village of Tinley Park—

Purchasing Policy Manual

Revised June 2019

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1.0 Introduction

The Village of Tinley Park Purchasing Manual is intended to serve as a guideline for an effective and efficient means of purchasing materials, equipment and services while adhering to legal requirements. Adherence to this policy will allow for the expedient procurement of items and services. This manual is generally intended to cover purchases and contracts in amounts less than \$20,000. Generally, contracts for construction of public improvements with a value in excess of \$20,000 are to be let by competitive bid. Other contracts for goods or services with a value in excess of \$20,000 may be subject to an open solicitation, which may consist of traditional competitive bidding, a Request for Proposals (RFP) or a Request for Qualifications (RFQ), as determined appropriate by the Village. Any or all of these procurement methods may be waived by the Village Board when the Board determines it is in the community's best interest to do so. The determination of whether to competitively bid a contract, and/or whether to do so through an RFP or RFQ, or some other method, if at all, shall be made by the Village Board. Contracts in excess of \$20,000 may be entered into through cooperative purchasing programs without competitive bidding. From time to time, the Village shall review all contracts with outside vendors to ensure the Village is receiving the best value for the services being provided.

1.1 Objectives

The objectives for this manual are as follows:

- To provide a standardized system of purchasing for use by all Village departments:
- To ensure that materials, equipment, and services are purchased from the lowest responsible vendor:
- To ensure that environmental considerations are factored into purchasing decisions, consistent with such traditional factors as product safety, price, performance and availability:
- To procure products containing recovered materials, and environmentally preferable and energy-efficient products such as those identified as Energy Star, low volt, clean fuel, and utilizing energy-efficient lighting when appropriate:
- To provide adequate control and documentation of Village expenditures and financial commitments:
- To obtain quality goods required by Village departments and to ensure that these goods are available at the place and time needed: and
- To maintain compliance with applicable laws and ethical standards of conduct concerning public procurement.

1.2 Conflict

This Manual is not intended to replace or supersede the Village's Responsible Bidder Ordinance (2009-O-002) or its Local Vendor Purchasing Policy (2005-R-003), which remain in effect and which may impact purchases made pursuant to this Manual.

2.0 Authority to Purchase

The Village Manager, per the Village Code, is the purchasing agent for the Village and is authorized to make all purchases and other expenditures authorized by the annual budget then in effect; provided that all purchases and other expenditures over **twenty thousand (\$20,000)** first shall be authorized by the Village Board. The Village Manager is authorized to engage the services of engineers, attorneys or other professional consultants for any matter that will create an obligation for such services not

exceeding **twenty thousand (\$20,000)** without prior approval of the Village Board. Professional services shall be evaluated on the basis of skills, merit and not solely based on cost factors alone. Examples of these types of professional services include architect and engineering services.

The Village Manager is authorized to execute contracts, work orders, and other agreements (from here on out called contracts) that are specifically authorized by the Village Board. The Village Manager is also authorized to execute contracts for budgeted routine day-to-day operating activities without specific contract approval by the Village Board, in the case of purchases below \$20,000. Examples of this authority include, but are not limited to, the following:

1. Contracts for routine operating activities specifically included in the approved fiscal year budget up to the limits provided for each activity in the budget or other routine operation and maintenance activities not specifically included in the budget provided funds are on hand to pay for the resulting costs.
2. Contracts for the services of individuals possessing a high degree of professional skill which are included in the approved fiscal year budget up to the limits provided for each professional service in the budget or for other professional services not specifically included in the budget provided funds are on hand to pay for the resulting costs.
3. Contracts for design and construction engineering, when the Village Board has formally authorized bidding of a project or included a project in the approved fiscal year budget, up to the amounts for engineering included in the project cost estimate which was the basis for bidding or approval of the project.
4. Contract Change Orders that meet the following conditions:
 - Change order is in an amount up to \$10,000, and where the time for performance is not extended by more than 30 days;
 - The amount of the contract is not increased by more than 50%; and
 - It is determined that extra work is required outside of the original contract where (1) the work to be performed as an extra and is essential to the fulfillment of the contract, (2) the work could not reasonably be expected to be performed at a lesser sum if the work was authorized through an independent contract rather than as an extra, and (3) the emergency nature of the work, the availability of the contractor or materials or some other similar reason would not permit the extra work to remain uncompleted until the next regularly scheduled Village Board meeting.

For the purposes of this manual, the following definitions shall apply to the various types of service/contract procurements.

- **Quotes** – A statement by potential supplier to provide goods or service at a specified price. Whenever possible, the Village should secure written quotes for goods or services.
- **Request for Proposal (RFP)** – An RFP process is when the Village is soliciting competitive pricing for products and/or services. RFP's are typically utilized when the Village requires a specific good or service for less than \$20,000.
- **Request for Qualifications (RFQ)** – An RFQ process is when the Village is seeking information regarding the qualifications of potential suppliers of a service. Typically in an RFQ process, the Village will attempt to negotiate a price for said service after the most qualified respondent to the RFQ has been identified.
- **Formal Bid** – A formal bid process is typically used for procurement of goods and/or services that are expected to exceed \$20,000 in cost. Bids shall be opened in public at the time and location stated in the bid.
- **Quality Based Selection (QBS)** – The Village shall adhere to the State of Illinois' Quality Based

Selection (QBS) law for professional services covered by said law. Examples of these types of professional services include architect and engineering services.

The Village shall have the authority to reject the low bid, to accept any item of a quote or bid, to reject any and all quotes or bids, to accept and incorporate corrections or clarifications following bid openings and to waive irregularities and informalities in any quote or bid submitted or in the bidding process, when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any bidder.

If only one quote or bid is submitted to the Village, that fact alone shall not prevent the Village from accepting said quote or bid.

Public notice of all invitations to bid shall be published one (1) or more times in at least one (1) newspaper of general circulation within the Village, not less than seven (7) days prior to the date which all bids must be submitted to the Village. Authorized Village personnel may also solicit bids by sending copies of the newspaper notice directly to prospective bidders which ordinarily provide the type of construction, repair, maintenance, supplier and/or services being sought by the Village. The public notice of the invitation to bid shall include, at a minimum, the following:

- A general description of the materials, supplies, or work to be purchased;
- The place where bid documents may be found and reviewed;
- The place at which bids must be submitted;
- The time and place for the opening of bids;
- Deposit and bonding requirements, if any; and
- A statement that the Village reserves the right to reject any and all bids received.

3.0 General Policy

The following processes and guidelines shall be used by all employees and elected officials, except as noted in section 3.1 and 3.2. Where a purchase order (PO) is required, an employee should enter a purchase order request with the appropriate approval queue in the financial software. Purchases should not be made prior to receiving approval for the purchase.

With the exception of contractual services for construction type work (including landscaping and restoration), the following table should be followed for purchase authorizations and approvals.

With the exception of contractual services, multiple quotes shall be required prior to approval if the work is expected to exceed \$7,500. In these cases, purchase order and approvals requirements will mirror the >\$5,000 threshold reflected in the table.

Purchase \$ Threshold	Petty Cash	Purchase Order	Require 3 or more quotes	RFP/RFQ or Bid Process	Approvals Required			
					Supervisor Signature	PO with Supervisor or Manager Approval	PO with Supervisor & Treasurer Approval	PO with Supervisor, Treasurer, & VM Approval
<\$20	X							
<\$500		Recommended			X			
\$500 to \$2500		X				X		
\$2501 to \$5000		X	X				X	
>\$5000		X	X					X
>\$20,000				X				

3.1 Blanket Purchase Orders

Blanket purchase orders are used for those vendors from whom many repetitive purchases are made as supplies are required. Rather than issue a purchase order for each purchase, one purchase order is issued for a specified period (i.e. month, 6 months, or 1year) to cover all purchases made during that period. Be sure to attach a photocopy of the purchase order to each invoice related to the blanket purchase order.

Materials and services for which blanket purchase orders are used are to be determined by the Department Head in concert with the Budget Assistant and approved by the Finance Department. If it is found that the same small items are frequently purchased under blanket purchase orders, the Department Head shall be responsible for exploring the possibility of regular purchasing and stocking of these items.

3.2 Exceptions to Purchasing Policy Processes

In the case of a bona fide emergency, a contract or agreement may be let or a purchase made to the extent to resolve said emergency without following the provisions of this Manual. Prior to making such a purchase, the Village Manager, or designee, shall obtain the verbal concurrence and within 24 hours of making any purchase, written concurrence of the Mayor and Finance Committee Chairman, that an emergency exists. Records are to be kept and at the next regular Village Board meeting all records of purchases, date and amount expended will be presented to the Board.

Additionally, the Village Manager shall exercise freedom in executing work orders as well as contracts for routine day-to-day operating activities without specific contract approval by the Village Board in accordance with the limits established in section 2.0 and in accordance with said purchasing policies.

3.3 Reimbursement

Any expenditures for meals, travel, conferences, must include a description of "Who, Where, and Business Purpose", and be approved by a department manager on an approved Village travel reimbursement form. Reimbursement requests must be approved prior to the employee attendance at the event for which reimbursement is being requested. An employee should not approve their own reimbursements for expenditures; but such approval should be done by their immediate

supervisor/or manager. In addition, original receipts reflecting form of payment are always required for:

- Airfare;
- Registration/conference fees;
- Lodging;
- Rental car; and
- Expenses exceeding \$75.

3.4 Local Business Purchases

When purchasing from local businesses, it is recommended to rotate the purchase for specific good and/or services where possible and feasible. However, competitive pricing and quality are equally as important.

3.5 Cooperative Purchasing

Cooperative purchasing between the Village and the State of Illinois, other local governments, local purchasing cooperatives, or arrangements with other organizations can result in significant savings on the purchase price of many items. It is the practice of the Village to enter into cooperative purchasing agreements when:

- A. Significant savings will result;
- B. Quality, Availability, or service will not be sacrificed; and
- C. Ordered items will be delivered directly to the Village (unless other arrangements are approved in advance by the Village).

3.6 Franchise Agreements

From time to time, Village services provided under the terms of a franchise agreement shall become eligible for renewal and/or extension. In order to ensure that the Village of Tinley Park receives that best value for its contracted services, the Village often times will establish a process of competitive bidding, RFP or RFQ for the contracted service. However, at times, it may be in the best interest of the Village to waive the competitive bidding, RFP or RFQ process and directly negotiate the terms of a contract renewal and/or extension with an existing vendor.

It is understood that the following shall be a guideline for negotiating the terms of the Village of Tinley Park's contract/franchise agreement renewals and/or extensions

1. On occasion, it will be necessary, or advisable, for the Village of Tinley Park to negotiate the renewal/extension terms of existing contracts/franchise agreements (cable television, electric, gas, refuse services, ambulance services, etc.).
2. In determining if a renewal/extension of an existing contract/franchise agreement is in the best interest of the Village of Tinley Park and its residents the Village Board will consider certain criteria. The criteria shall include, but not be limited to, the following:
 - a) If the vendor is the sole service provider for the Village of Tinley Park;
 - b) If the vendor is meeting and/or exceeding the service levels described in its agreements with the Village. These service levels may include the following items:
 - Restoration of public properties and right-of-way if damage occurred due to

- Adequate and timely delivery of vendor's services to the residents of Tinley Park
 - Ensuring that no unreasonable interruptions of vendor's services are occurring in the Village
 - Timely payment to the Village of any applicable franchise fees;
 - c) History of vendor service complaints received by the Village;
 - d) Market trends regarding the cost of current vendor services versus those of other similar service providers in the area;
 - e) Consideration of the value of an existing vendor's knowledge of Village streets, neighborhoods, traffic patterns, knowledge of community events and any other factors which may lead to increased service levels throughout the community; and
 - f) Such other criteria as the Village Board may develop from time to time with respect to any particular contract /franchise agreement.
- 3. Existing contracts/franchise agreements that are eligible for renewal/extension shall be reviewed by the appropriate Village committee for recommendation to the Village Board regarding whether said contract/franchise agreement shall be renewed/extended or become part of a competitive bid, RFP or RFQ process.
- 4. The Village Board shall determine, on a case by case basis, if it is the best interest of the Village to participate in a competitive bid, RFP or RFQ process or directly negotiate with an existing vendor for the Village's contracted services.

4.0 Conflict of Interest

No employee, either on that person's behalf or on behalf of any other person, shall have any financial or personal interest in any business or transaction with any Board, Commission, Committee or other public body of the Village unless that employee makes full public disclosure of the nature and full extent of such interest and disqualifies him or herself from participating in and acting upon the resolution of the business or transaction. No Village officers shall have any interest in any contract, procurement, work or business of the Village that is prohibited by Section 3 of the Public Officers Prohibited Activities Act (SO ILCS IOS/3) and/or Section 3.1-SS-10 of the Illinois Municipal Code (6S ILCS S/3.1-SS-10).

4.1 Abuse of Purchasing Power

All employees who are given the authority to purchase are required to remain within the purchasing authority granted to them and are obligated to follow the rules of this protocol. Employee personal purchases using a Village of Tinley Park account is prohibited. Dividing of like or similar orders into smaller purchase amounts in order to fall within a certain level of authorized purchasing authority is a direct violation of this protocol. Violations of this protocol are required to be reported to the Village Manager.

4.2 Employee and Elected Official Owned Businesses

To avoid the potential for or the appearance of favoritism or collusion on the competitive procurement of services, commodities, materials and equipment, an annual disclosure form shall be required (unless public disclosure requirements have already been met via section 4.0 of this policy) for any item or service that is procured by a firm, corporation, or business that is owned in whole or at least a five (5) percent ownership stake by someone employed by the Village and/or a Village elected official. The form shall indicate, at time of purchase, the employee/elected official name, products or services sold to the Village, dates of sale and the price. However, in no circumstance shall a Village officer have any interest in any contract, procurement, work or business of the Village that is prohibited by Section 3 of the Public Officers Prohibited Activities Act (SO ILCS IOS/3) and/or Section 3.1-SS-10 of the Illinois Municipal Code (6S) ILCS S/3.1-SS-10).

5.0 Payment Policy

1. The Village will make payments in accordance with the provisions of the Local Government Prompt Pay Act (50 ILCS 505).
2. Sales Tax Exemption. The Village of Tinley Park is exempt from paying all state and local sales taxes. When reviewing and approving invoices, Department Heads and/or their designees shall verify that the vendor has excluded any sales taxes from the amount due. The Finance Department will provide the necessary information regarding the Village's State Sales Tax Exemption Certificate to any vendor upon request. This does not preclude the Village paying sales taxes completed on a purchases, however, it is the objective to utilize the exemption to the greatest extent possible.
3. Reimbursement to Employee for Purchases made on behalf of the Village. The Finance Department will process a reimbursement to an employee for goods and services, purchased by the employee with the employee's money on behalf of the Village, when the Department Head submits the paid receipt with his or her approval.
4. Village Credit Card—From time to time, the Village may maintain a credit card, which may be utilized for legitimate Village related purchases. The use of the credit card shall be made available when other procurement methods (purchase orders, etc.) are deemed to be impossible or impractical to utilize.

6.0 Payment Vouchering Process

Once goods are received, it is incumbent upon the responsible parties to verify receipt of all items ordered against the original amounts ordered and billed. The Packing Slip shall accompany the invoice when received and submit it to Finance, Accounts Payable for payment. Similarly, for services performed, the invoice with allocation shall be submitted to Account Payable for payment. All invoices should be initialed by party approving the purchase and allocated to the appropriate general ledger budgetary account, including project coding as appropriated, where such purchases have been budgeted.

No payments/reimbursements can be issued without an invoice and documentation of purchase.

For all invoices, Accounts Payable will enter the invoice for payment, and route to an accounts payable approval queue. All invoices are reviewed by the Finance Department and approved electronically within financial software for payment. Invoices greater than \$5,000 also require electronic approval by either the Treasurer/and/or the Village Manager.

7.0 Potential Vendor Meetings

Periodically, the Village shall either host or participate in events that allow for vendors to receive information regarding potential quotes, RFP/RFQ and/or bids that the Village anticipates will be issued over the next twelve (12) months. Information presented to the vendors shall include a discussion of applicable Village processes/procedures related to purchasing and also instructions on where vendors can locate specific quotes, RFP/RFQ and/or bid information. The Village shall attempt to coordinate any potential vendor meetings with the Tinley Park Chamber of Commerce as to maximize the effectiveness of said meetings.

8.0 Policy Review and Revision

This manual may be reviewed from time to time and revised as determined necessary by the Village Board. Interpretations of the guidelines established in this manual shall be referred to the Village Manager for his/her interpretation and final decisions regarding policy implementation.

9.0 Local Vendor Purchasing Policy (2005-R-003)

The Local Vendor Purchasing Policy as approved under resolution 2005-R-003 is reproduced below for convenience.

The Village of Tinley Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Tinley Park. This belief is based upon the fact that the active uses of commercial properties in Tinley Park benefits the community through stabilization of property tax, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region. In an effort to promote the aforementioned benefits, the Village of Tinley Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive and responsible bid exceeds the applicable percentage indicated as follows:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

Under no circumstances will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$25,000 or more.

This policy shall **ONLY** apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Tinley Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this policy simply provides the Village with the option of doing so when applicable. Furthermore, this policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

10.0 Responsible Bidder for Village Public Works Projects (2009-O-002)

Ordinance 2009-O-002, entitled Responsible Bidder for Village Public Works Projects is reproduced below for convenience.

That in order to be considered a "responsible bidder" on Village Public Works Projects, a bidder must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

1. Compliance with all applicable laws and Village Codes and Ordinances prerequisite to doing business in Illinois and in the Village;
2. Compliance with:
 - A. Submittal of Federal Employer Tax Identification Number or Social Security Number (for individual), and
 - B. Provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the Equal Employment Opportunity Provisions);
3. Furnishing certificates of insurance indicating at least the following coverages at minimum limits established by the Village: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability;
4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered by the Act;
5. Participation in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training;
6. Compliance with the applicable provisions of the Illinois Human Rights Act and the rules of the Illinois Human Rights Commission, including the adoption of a written sexual harassment policy;
7. Furnishing of required performance and payment bonds;
8. Furnishing certification of no delinquency in the payment of any tax administered by the Illinois Department of Revenue;
9. Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of either Section 33E or 33E-4 of Chapter 720, Article 5 of the Illinois Compiled Statutes; and
10. Furnishing evidence that the bidder has not only the financial responsibility but also the ability to respond to the needs of the Village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.



MEMORANDUM



TO: Public Works Committee

FROM: Brad Bettenhausen, Village Treasurer/Finance Director

RE: Ordinance 2019-O-032 – Amending Water Code provisions

DATE: 7 June 2019

The draft ordinance 2019-O-032 addresses three primary issues – Meter replacement, Delinquent/Shut-Off Notices, and Reinstatement of Service (Turn-On fees).

Meter Replacement

As you are aware, the Village previously initiated a program to replace all of the water meters and implement Advanced Metering Infrastructure (AMI) throughout the utility system. The AMI equipment has been installed and is operational. The meter change-outs have progressed, but there are approximately 2% of the meter population that we have been unsuccessful in obtaining access to the residence or other building in which they are installed. In many cases, the owner/occupant has refused to establish an appointment to accommodate the equipment change. There are currently 318 “Smart Meter” and 10 Rockwell meters that remain on the outstanding list of meters to be replaced. The Rockwell meters pre-date the “Smart Meters.” They are mechanical meters and highly likely to be under-recording consumption due to their considerable age.

With the introduction of the AMI, we are obtaining meter reading information for the new Sensus brand meters electronically. These older meters that have not been replaced require the Village to continue to send a person out to each address to obtain these readings. As these meters are not located in a common area, but are spread throughout the town, the meter reading process for these remaining old units takes considerably more time and efforts than in the past.

The Village has expended considerable efforts to schedule these replacements, but have either had no response, or direct refusal to allow technicians to change out these meters. To address these issues, Section 50.056 is being amended to create a new billing rate schedule that is double the normal utility rates. This is intended to both encourage compliance with the Village’s requests (and need) to replace these older meters; and to compensate the Village for the extra costs and efforts required to continue to maintain these meters in the system. These old meters are likely under registering consumption due to age. Additionally, it allows the Village to discontinue water service for failure to grant the Village access to the meter for inspection, service, if we do not otherwise obtain compliance.

Delinquent/Shut-Off Notices

For accounts that are 30 days or more delinquent, the Village currently prepares a "Red Card" notice which is then hand delivered to the service location. If no one is home, this Red Card is placed on the door. The Red Card notice advises that if the bill is not paid within 72 hours (3 days), the water will be shut off. By design, the Red Card is intended to catch the attention of the owner/occupant. From time to time, we have received "privacy" complaints/concerns about the visibility of the "Red Card" by neighbors or others besides the intended resident/customer "target." The process of delivering the Red Cards is also quite time consuming and it often can take several days to complete the distribution of cards.

Following the concepts of LeanSixSigma, it is proposed to change the method of delivery of the Delinquent Notice to a letter format that will be mailed by US Priority Mail. This change in delivery method will address the "privacy" concerns as well as provide us independent tracking of the mailing to know when it was delivered. A delinquency charge of \$25 is being introduced to cover the costs of the notice and delivery. In this way, it is intended that the extra costs of the collection efforts are not borne by the larger customer population who pay on time. Water would be shut off no sooner than 72 hours (3 days) after the mailing was delivered which allows the recipient sufficient time to address the matter before service is potentially disconnected.

Reinstatement of Service

Currently, the Village Code provides a fee of \$25 to turn on the water service after it has been disconnected. This fee has not been changed in decades. After an analysis of the labor costs associated with turning off and turning on the water service for a delinquency or non-compliance, it is determined that the fee should be changed to \$150 to cover the associated costs. As noted above, these costs should not be borne by larger customer population who are compliant with the utility service provisions.



Interoffice Memo

Date: June 14, 2019

To: Village Board

From: David Niemeyer, Village Manager *DN*

Subject: Ordinance 2019-O-032 Amending Water Code Provisions

Please see attached memo from Brad on various changes to our water code section. The Public Works Committee recommended one change, which is reflected in the ordinance. Customers who do not agree to allow the Village to install the Village's new meters will pay a \$200 , flat "non compliance" fee per billing cycle rather than double the rate.

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

ORDINANCE
NO. 2019-O-032

**AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK
MUNICIPAL CODE ENTITLED "WATER" PERTAINING TO THE REPLACEMENT
OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES**

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

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

DRAFT ORDINANCE**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-032**AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “WATER” PERTAINING TO THE REPLACEMENT OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) desires to periodically update and modernize its water meters throughout the Village to allow for more accurate water usage tracking and collection practices; and

WHEREAS, in furtherance of such goals, the Village desires to amend its Title V of the Village Code Chapter 50 entitled “WATER,” to regulate and describe the Village’s authority to update and modernize water meters used throughout the Village; and

WHEREAS, the Village wishes to improve its method of delivery of delinquent notices for unpaid utility services rendered prior to discontinuance of service; and

WHEREAS, the Village finds the need to update the charges for reinstatement of utility services to cover the costs associated therewith; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to amend Title V Chapter 50 pursuant to this Ordinance; and

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

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

SECTION 2: That Title V Chapter 50 entitled “WATER,” is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

DRAFT ORDINANCE**§ 50.056 PURCHASING OR REPLACING METERS.**

~~All water meters used to measure water purchased or otherwise obtained from the water system of the village shall be purchased from the village. This amount shall be paid to the village before any water service is connected to the water mains. Where an old meter becomes worn beyond repair and is no longer serviceable, it shall be replaced by the village at no expense to the customer. Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the village, before the replacement meter is installed, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter.~~

All water meters used to measure water purchased or otherwise obtained from the water system of the Village shall be purchased from the Village. This amount shall be paid to the Village before any water service is connected to the water mains.

Where an old meter becomes worn beyond repair and/or the Director of Public Works declares that the water meter is no longer serviceable, it shall be replaced by the Village at no expense to the customer.

The person and/or property owner receiving water service shall provide the Village reasonable access to the meter for inspection, service, or replacement, upon request. It shall be the responsibility of the person and/or property owner receiving water service to provide the necessary time to the Village during normal business hours to access the water meter for such inspection, service, or replacement.

In the event access to the water meter is denied either by verbal or written notification, or by no response to a written notice, the Director of Public Works shall cause discontinuance of water service until this requirement is fully complied with and/or the Village shall have the authority to charge a "Non Compliance" service fee of \$200 per billing cycle including any period in which access to the metering device has been withheld or denied.

Any discontinuation of water service will occur only after notice and an opportunity for hearing in the same manner as provided in § 50.021.

The fee for Reinstatement of Service, as provided in § 50.029, shall be charged to the person and/or property owner receiving water service if such water service is discontinued as a result of non-compliance with this Section.

Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the Village, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter. Such payment shall be made before the replacement meter is installed.

DRAFT ORDINANCE

SECTION 3: That Title V Chapter 50 entitled "WATER," is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

§ 50.028 DELINQUENT PAYMENT; SERVICE DISCONTINUATION; HEARING; LIEN.

~~(A) In the event the charges for service are not paid within 30 days after rendition of the bill for service, the charges shall be deemed delinquent and notice of discontinuation of service and the filing of a lien against the property in the amount of the delinquency shall be sent in writing to the taxpayer whose name appears on the taxbill for the parcel as the owner of the premises, the occupant of the premises, and the user of the service by U.S. mail, postage prepaid. Such notices shall state that the delinquency could create a lien on the property and that discontinuation of service shall occur within 72 hours of the date of the notice unless within that time period the village receives a written request from the owner, occupant or user stating a desire to dispute or discuss the delinquent payment in which case a hearing will be scheduled before the Village Manager, or a designee; prior to discontinuation of service.~~

(A) In the event the charges for service are not paid within 30 days after rendition of the bill for service, the charges shall be deemed delinquent and notice of discontinuation of service in the amount of the delinquency shall be sent in writing to the taxpayer whose name appears on the real estate tax bill for the parcel as the owner of the premises, the occupant of the premises, and the user of the service by U.S. Priority Mail. Such notices shall state that the delinquency could create a lien on the property and that discontinuation of service shall occur within 72 hours of the date of delivery of the notice unless within that time period the Village receives a written request from the owner, occupant or user stating a desire to dispute or discuss the delinquent payment in which case a hearing will be scheduled before the Village Manager, or a designee; prior to discontinuation of service. In addition to such notice, the account shall be assessed a Delinquency Notice Charge in the amount of \$25.

(B) In the case of buildings with three or more residential apartments, notice of discontinuation of service shall be provided to all tenants pursuant to the provisions of the Rental Property Utility Service Act (ILCS Ch. 765, Act 735 § 1 et seq.) by posting a notice to be printed on red paper, with the words "Notice of Utility Termination" printed in 36 point bold face type, the remainder in 14 point bold face type, stating: 1) that no sooner than 10 days after posting, service will be terminated; 2) that tenants have the right to pay the bill and deduct the amount from rental payments or petition the court for a receiver to be appointed to collect rents and remit a portion of the rents for payment of the utility bills directly; 3) the dollar amount due and owing and the average monthly bill; 4) the name and telephone number of a legal services agency where the tenants may obtain free legal assistance; and 5) the warning: 'It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.'

(C) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed under Subsection (A), fails to appear for a scheduled hearing or does not

DRAFT ORDINANCE

successfully dispute the bill at the hearing or come to a settlement in relation to the bill, ~~notice shall be posted on the property that service will be discontinued any time subsequent to 48 hours after the day of posting. To obtain service after discontinuation, all charges and fees related to discontinuation and re-connection of service must be paid.~~ such utility service shall be disconnected at the Village's convenience as provided under Subsection (A).

(D) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed under Subsection (A), fails to appear for a scheduled hearing or does not successfully dispute the bill at the hearing or come to a settlement in relation to the bill; a Notice of Lien ~~shall~~ may be prepared consisting of a sworn statement setting out a description of the real estate upon or for which service was supplied, the amounts of moneys due, and the date or dates when the amounts became delinquent. A copy of the Notice of Lien shall be sent to the taxpayer whose name appears of the tax bill as the owner or owners of record of the property and shall be recorded by the ~~village~~ Village in the office of the County Recorder in the county in which the property is located. In all cases where a lien has been recorded, to release the lien a fee of ~~\$50~~ \$200 shall be charged in addition to the delinquent and current charges, including such additional charges as provided under this Section, § 50.029, § 50.030 or § 50.056.

(E) Property subject ~~to~~ to lien for unpaid utility charges ~~shall~~ may be sold for nonpayment of same at the discretion of the Village, ~~and the~~ The proceeds of the sale shall be applied to pay the charges, after deducting the costs, as is the case in the foreclosure of statutory liens. A foreclosure shall be by bill in equity in the name of the Village. When directed by the President and Board of Trustees of the ~~village~~ Village, the Village Attorney is authorized and directed to institute proceedings in a civil action in the name of the ~~village~~ Village in any court having jurisdiction of such matters, to recover the money due for services rendered plus reasonable attorneys' fees as provided under Section § 50.030. Judgment in such a civil action shall operate as a release and waiver of the lien for the amount of the judgment.

(F) Purchasers of property which has accumulated unpaid bills for utility service are liable, as subsequent owners of the property, for the unpaid charges for the prior service, plus any fees or fines related thereto. Future utility service will be denied if said amounts are not paid upon purchase; and/or the ~~village~~ Village may act to foreclose any utility lien filed against the property.

SECTION 4: That Title V Chapter 50 entitled "WATER," is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

~~§ 50.029 DELINQUENT PAYMENT; REINSTATEMENT OF SERVICE.~~

~~—If the charges for service are not paid within 30 days after rendition of the bill for service, service shall be discontinued after notice and hearing in the same manner as provided for in § 50.028. Service shall not be reinstated until all past due bills including the additional charges thereon are~~

DRAFT ORDINANCE

~~paid in full, together with payment of \$25 for reinstating service, and reimbursement of any attorney's fees as provided in § 50.030.~~

§ 50.029 REINSTATEMENT OF SERVICE.

If service shall be discontinued as provided for in § 50.028 or § 50.056, service shall not be reinstated until all outstanding balances, including any and all additional charges thereon are paid in full. Such additional charges shall include the charges provided in § 50.028, and reimbursement of any attorney's fees as provided in § 50.030. In addition to the aforementioned, the payment of \$150 for Reinstatement of Service is required.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

VILLAGE OF TINLEY...
DRAFT ORDINANCE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-032, “AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “WATER” PERTAINING TO THE REPLACEMENT OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

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

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: June 14, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Ridgeland Avenue Sanitary Sewer Lining

Presented for June 18, 2019 PW Board discussion and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of two parallel sanitary sewers along Ridgeland Avenue from 167th Street to 175th Street.

Background: The two parallel sewers carry 40% of the Village's wastewater leading to the MWRD transmission sewer. The MWRD sewer and interceptor manhole is currently being rehabbed. This rehabilitation requires a by-pass pumping system for the work to be done. The Village is able to utilize the pumping system to perform the rehabilitation work needed for our sewers. Using the by-pass pumping system currently in place, the Village will save a significant amount of money as opposed to having the pumping system re-installed in the future. Both of the Village's sanitary sewers running along Ridgeland Avenue were cleaned and televised in 2018. The televising provided information showing how the sewers are beginning to deteriorate due to heavy flow and gases associated with wastewater. Lining these sewers will prevent further damage.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Insituform Technologies	Orland Park, IL	\$786,319.00
Michels Corporation		\$972,790.00
Hoerr Construction		\$1,034,470.00
Benchmark Construction		\$1,148,173.00
Visu-Sewer		\$1,178,040.75

Budget/ Finance: Funding in the amount of \$1,200,000.00 is available in approved FY2020 Budget as follows:

Legacy TIF Fund \$444,000
 Mainstreet North TIF Fund \$336,000
 Sanitary Sewer CIP \$420,000

Staff Direction Request: Approve awarding the contract to line the Ridgeland Avenue sanitary sewers to Insituform Technologies in the amount not to exceed \$786,319.00.

Attachments:

- 1) Bid Tab
- 2) Engineer's Estimate
- 3) Engineer's Letter or Recommendation



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 30, 2019

Village of Tinley Park
 Department of Public Works
 7990 183rd Street
 Tinley Park, Illinois 60477

Attention: Colby Zemaitis, PE – Village Engineer

Subject: Ridgeland Avenue Sanitary Sewer Lining
Bid Results
 (CBBEL Project No. 160373.00002)

Dear Mr. Zemaitis:

On Wednesday, January 30th, 2019 at 10:00 a.m. bids were received and opened for the Ridgeland Avenue Sanitary Sewer Lining Project. The project consists of cured-in-place pipe (CIPP) lining the two parallel sanitary sewers along Ridgeland Avenue from 167th Street to 175th Street. Five bids were received for this project. The results have been reviewed and tabulated below.

CONTRACTOR	BID PROPOSAL
Insituform Technologies	\$ 786,319.00
Michels Corporation	\$ 972,790.00
Hoerr Construction	\$ 1,034,470.00
Benchmark Construction	\$ 1,148,173.00
Visu-Sewer	\$ 1,178,040.75
Engineer's Estimate	\$ 1,017,005.00

Insituform Technologies is the low bidder with a bid amount of \$786,319.00. We have reviewed Insituform's bid document and find it to be in order. Insituform has worked with our other municipal clients successfully completing jobs of similar size and scope.

Therefore, we recommend awarding the Ridgeland Avenue Sanitary Sewer Lining Project to Insituform Technologies in the amount of \$786,319.00.

The bid tabulation has been enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,



Andrew Pufundt, PE
Project Manager

Enclosure as Noted

cc: John Urbanski – Tinley Park Public Works (w/encl.)
Joe Fitzpatrick – Tinley Park Public Works (w/encl.)
Jeff Cossidente – Tinley Park Public Works (w/encl.)

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
 RIDGELAND AVENUE SANITARY SEWER LINING
 (CBBEL PROJECT NO. 160373.00002)

BID SUMMARY
 BID OPENING DATE: JANUARY 30, 2019

	BIDDER	BASE BID
1	ENGINEER'S ESTIMATE	\$ 1,017,005.00
2	INSITUFORM TECHNOLOGIES	\$ 786,319.10
3	MICHELS CORPORATION	\$ 972,790.00
4	HOERR CONSTRUCTION	\$ 1,034,470.00
5	BENCHMARK CONSTRUCTION	\$ 1,148,173.00
6	VISU-SEWER	\$ 1,178,040.75

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
 RIDGELAND AVENUE SANITARY SEWER LINING
 (CBBEL PROJECT NO. 160373.00002)

BID TABULATION
 BID OPENING DATE: JANUARY 30, 2019

ITEM NO	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		INSITUFORM TECHNOLOGIES		MICHELS CORPORATION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		VISU-SEWER	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CURED-IN-PLACE PIPE LINING, 8"	FOOT	862	\$ 35.00	\$ 30,170.00	\$ 30.80	\$ 26,549.60	\$ 29.00	\$ 24,998.00	\$ 29.00	\$ 24,998.00	\$ 37.00	\$ 31,894.00	\$ 33.75	\$ 29,092.50
2	CURED-IN-PLACE SEWER LINING, 10"	FOOT	955	\$ 45.00	\$ 42,975.00	\$ 27.50	\$ 26,262.50	\$ 37.00	\$ 35,335.00	\$ 38.00	\$ 36,290.00	\$ 42.00	\$ 40,110.00	\$ 52.50	\$ 50,137.50
3	CURED-IN-PLACE SEWER LINING, 12"	FOOT	299	\$ 60.00	\$ 17,940.00	\$ 39.40	\$ 11,780.60	\$ 52.00	\$ 15,548.00	\$ 54.00	\$ 16,146.00	\$ 55.00	\$ 16,445.00	\$ 88.25	\$ 26,386.75
4	CURED-IN-PLACE SEWER LINING, 18"	FOOT	1214	\$ 70.00	\$ 84,980.00	\$ 73.90	\$ 89,714.60	\$ 88.00	\$ 106,832.00	\$ 84.00	\$ 101,976.00	\$ 82.00	\$ 99,548.00	\$ 85.00	\$ 103,190.00
5	CURED-IN-PLACE SEWER LINING, 24"	FOOT	5984	\$ 110.00	\$ 658,240.00	\$ 79.60	\$ 476,326.40	\$ 105.00	\$ 628,320.00	\$ 110.00	\$ 658,240.00	\$ 114.00	\$ 682,176.00	\$ 126.00	\$ 753,984.00
6	LATERAL SERVICE CONNECTION REINSTATEMENT	EACH	63	\$ 150.00	\$ 9,450.00	\$ 235.80	\$ 14,855.40	\$ 139.00	\$ 8,757.00	\$ 140.00	\$ 8,820.00	\$ 250.00	\$ 15,750.00	\$ 150.00	\$ 9,450.00
7	PROTRUDING SERVICE CONNECTIONS (2" AND GREATER)	EACH	30	\$ 400.00	\$ 12,000.00	\$ 259.00	\$ 7,770.00	\$ 500.00	\$ 15,000.00	\$ 600.00	\$ 18,000.00	\$ 350.00	\$ 10,500.00	\$ 10.00	\$ 300.00
8	ROOT CUTTING (HEAVY ROOTS)	EACH	25	\$ 50.00	\$ 1,250.00	\$ 518.00	\$ 12,950.00	\$ 332.00	\$ 8,300.00	\$ 1,000.00	\$ 25,000.00	\$ 10.00	\$ 250.00	\$ 100.00	\$ 2,500.00
9	EPOXY SANITARY MANHOLE LINING	V FOOT	100	\$ 225.00	\$ 22,500.00	\$ 248.60	\$ 24,860.00	\$ 239.00	\$ 23,900.00	\$ 420.00	\$ 42,000.00	\$ 400.00	\$ 40,000.00	\$ 435.00	\$ 43,500.00
10	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 7,900.00	\$ 7,900.00	\$ 22,250.00	\$ 22,250.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00
11	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,950.00	\$ 4,950.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
12	SITE ACCESS (CLEARING)	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,750.00	\$ 6,750.00	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 66,000.00	\$ 66,000.00
13	TEMPORARY CONSTRUCTION HAUL ROAD	SQ YD	1000	\$ 60.00	\$ 60,000.00	\$ 48.70	\$ 48,700.00	\$ 49.00	\$ 49,000.00	\$ 55.00	\$ 55,000.00	\$ 160.00	\$ 160,000.00	\$ 56.00	\$ 56,000.00
14	AS-BUILT DRAWINGS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 7,650.00	\$ 7,650.00	\$ 2,850.00	\$ 2,850.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
15	ITEMS AS ORDERED BY THE ENGINEER	UNIT	20000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
				TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =	
				\$ 1,017,005.00		\$ 786,319.10		\$ 972,790.00		\$ 1,034,470.00		\$ 1,148,173.00		\$ 1,178,040.75	

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

RESOLUTION
NO. 2019-R-056

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER
LINING**

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

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

RESOLUTION NO. 2019-R-056**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Insituform Technologies, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-056, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Seven Hundred Eighty Six Thousand Three Hundred Nineteen and 00/100 Dollars (\$786,319.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

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

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Insituform Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Insituform Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Insituform Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Insituform Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Insituform Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Insituform Technologies

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A**SCOPE OF SERVICES**

The Work consists of cured-in-place sewer lining of two side-by-side sanitary sewers ranging in size from 8-inch to 24-inch along Ridgeland Avenue from 167th Street to 175th Street in the Village of Tinley Park. The project shall also include lateral service connection reinstatement, cutting protruding sewer connections, epoxy sanitary manhole lining and all collateral work necessary to complete the work as specified.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

**Interoffice****Memo**

Date: June 14, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water System Analysis and Model Preparation

Presented for June 18, 2019 PW Board discussion and action.

Description: Distribution system modeling (commonly referred to as hydraulic modeling) is used to predict the performance of a water system to solve a wide variety of issues. These issues include design, operations, system planning, water quality, water loss, energy management, and emergency response.

Background: The Village uses a variety of tools to maintain our water distribution system. These tools focus on assets in the field which make the system function properly. Field data collected through Village projects and GIS, along with the experience from Baxter & Woodman Engineering (the firm currently used for water system projects and improvements), will be used to analyze the existing water system and prepare a distribution system model. Water system modeling will make the system run more efficiently and help with future planning. Once the model has been finalized, any water system improvements would be added through GIS as they are completed. Recommended industry standard for analyzing the complete water distribution system is based on growth of infrastructure and amount of improvements made usually between three and five years. The engineers' recommendation is for Tinley Park to complete a whole system analysis in five years.

Budget/ Finance: Funding in the amount of \$60,000.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve Baxter & Woodman Engineering to perform a water system analysis and prepare a water distribution system model in the amount not to exceed \$60,000.00.

Attachments:

- 1) Professional Service Agreement

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

RESOLUTION
NO. 2019-R-057

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BAXTER & WOODMAN ENGINEERING TO PERFORM A WATER SYSTEM ANALYSIS
AND MODEL PREPARATION**

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

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

RESOLUTION NO. 2019-R-057**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN ENGINEERING TO PERFORM A WATER SYSTEM ANALYSIS AND MODEL PREPARATION**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Baxter & Woodman Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-057, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN ENGINEERING TO PERFORM A WATER SYSTEM ANALYSIS AND MODEL PREPARATION,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK, ILLINOIS
GIS UPDATE AND WATER DISTRIBUTION MODEL

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 2019 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. (“Consultant”), collectively the “Parties” for the following project:

GIS Update and Water Distribution Model

Phase I of this project includes updating the Village’s GIS water system data to incorporate GPS located valves and hydrants, resolve alignment discrepancies, and prepare the data for the water modeling software. Phase II of this project includes the creating and calibrating a WaterGEMS model. The model will be used to evaluate system strengths and weaknesses and make recommendations for capital and operational improvements.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the “Services”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall

hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

John V. Ambrose, President/CEO
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60014

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter & Woodman, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

(Baxter & Woodman, Inc.)



By: _____

By: Sean E. O'Dell, P.E.

Village Manager

ITS Vice President

DATE: _____

DATE: March 12, 2019

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate Regarding Sexual Harassment Policy

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

EXHIBIT A**Scope of Professional Services****Phase 1 – GIS Update**

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. GIS WORKSHOP - A Project Workshop meeting with Owner’s staff and the Project team will be held for the Project. The purposes of the meeting are to establish clear lines of communication, introduce the Owner staff to the team members, and establish the Owner’s detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner, and set schedules and guidelines for future design meetings.
3. CLIENT MEETINGS - Meet with Owner’s staff to discuss results of the study and review water main system exhibits.
4. EXISTING CONDITIONS/HISTORY REVIEW
 - A. Existing water system GIS.
 - B. Existing water distribution system maps and subdivision plans and as-builts, including any recent changes and improvements, with pipe ages and typical materials.
 - C. Engineering reports previously completed on the water system.
 - D. Water consumption records, including flow history from transfer stations and water billing data.
 - E. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
 - F. Descriptions of existing storage facilities.
 - G. Description of standard operating procedures for the water system.
 - H. Current population estimates or densities by quarter section, census tract, or other small geographic area.
 - I. Copies of any available topographic maps.
 - J. Existing water consumption records from individual service accounts, if available in acceptable electronic format.
5. GIS UPDATE and DATA ADJUSTMENTS
 - A. The existing pipe segmentation within the GIS will be reviewed and revised as necessary to conform to conventions used within the modeling software.
 1. Any missing hydrant leaders will be programmatically connected to the nearest water main. Water main segments will be split at hydrant laterals.

- B. Data will be reviewed for connectivity and cohesiveness to simplify integration with WaterGEMS software. Booster stations and storage facilities must all be connected to the system.
- C. The Village has previously contracted M.E. Simpson Co. to GPS locate existing valves and hydrants. This data will be imported and used to verify and/or correct pipe alignments. Coordinate with M.E. Simpson Co., Inc. to incorporate this data.
- D. Unique Structure IDs will be created to develop an identification system. This will establish a link with the WaterGEMS model, allowing model results to be incorporated within the GIS.
- E. Missing data necessary for model construction will be identified. Atlases of applicable areas will be provided for markup by Owner staff. Markup data will be incorporated in the GIS prior to WaterGEMS model construction.
- F. At the completion of the modeling project, WaterGEMS network model data will be exported back into the existing GIS. This one-to-one relationship will allow any alterations that have been made to the water network within the modeling software to be maintained and incorporated into the existing geodatabase. This strategy will allow WaterGEMS model output to be incorporated within the GIS data for Owner use, and permits future updates to be migrated into and out of the geodatabase utilized by WaterGEMS.
- G. Provide a digital copy of the revised ArcGIS dataset in a format as specified by Owner staff.

Phase II – Water Distribution Model and Report

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. CLIENT MEETINGS - Meet with Owner's staff to discuss results of the study and review water main system exhibits.
3. EXISTING CONDITIONS/HISTORY REVIEW
 - A. Existing water system GIS.
 - B. Existing water distribution system maps and subdivision plans and as-builts, including any recent changes and improvements, with pipe ages and typical materials.
 - C. Engineering reports previously completed on the water system.
 - D. Water consumption records, including flow history from transfer stations and water billing data.
 - E. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
 - F. Descriptions of existing storage facilities.
 - G. Description of standard operating procedures for the water system.

- H. Current population estimates or densities by quarter section, census tract, or other small geographic area.
- I. Copies of any available topographic maps.
- J. Existing water consumption records from individual service accounts, if available in acceptable electronic format.

MODEL PREPARATION - Develop a new WaterGEMS model using updated GIS. Work directly with Owner's staff to concur on design information, including control elevations, system pressures, and system constraints. Confirm with Owner's staff the resulting system in the modeling software accurately represents the actual distribution system.

- 5. WATER DEMAND EVALUATION - Review Village water pumping and billing records. Input water demands from each of the customers' accounts directly into the model so the model accurately reflects the varying levels of demand across the water system.
- 6. FIELD HYDRANT TESTING - Perform "distribution stress tests" by flowing fire hydrants in specific areas to determine the existing pipe roughness ("C" Coefficient) and assist in the model calibration. The fire hydrant flow tests involve measuring flows from selected fire hydrants throughout the water system. An estimated 15 fire hydrants tests will be conducted with the Owner's field assistance.
- 7. MODEL CALIBRATION
 - A. Calibrate the updated model by using fire hydrant test and adjust the model until the field and model data match within certain limits. Typically, the accuracy will be 1 psi (+/-) during average static conditions and 5 psi (+/-) during high flow testing.
 - B. In the event attempts to calibrate the model reveal unexpected and unknown field conditions, it may be necessary to make a field investigation into why the model will not calibrate, e.g., locate closed valves in the system, and conduct additional flow tests. This additional work will be performed on a "Cost-Plus" basis in addition to the original Engineering Fee.
- 8. DISTRIBUTION SYSTEM ANALYSIS SCENARIOS - The following is a list of recommended scenarios that will provide the information most critical to the current needs. Exhibits will be prepared to clarify the scenario analysis.
 - A. **Pressure Characteristics throughout the System** - Pressures will be determined at each node in the model. Low pressures during peak demand may be caused by excessive head loss in the supply mains or high ground elevation. A determination of unacceptable variations in service pressure will be completed.
 - B. **Areas of excessive head loss or high velocities** - Pipes with excessive head loss or high velocities may require replacement of pipes or paralleling with

larger diameter pipes. Excessive head loss under maximum day conditions may indicate that additional looping or water main upsizing is required.

- C. **Areas with inadequate fire flows** - Utilizing the fire flow analysis portion of the program, fire hydrants will be simulated and the available fire flow capacity of each will be estimated. Test how the system reacts to simulations of fire flows at all fire hydrants in the system at today's maximum day demand and future demand conditions. The results produced by the model will provide the Village with the predicted fire flows and the location and pressure of the lowest pressure nodes in the model for each hydrant. These results will be compared against ISO requirements. Particular attention will be paid to areas of critical need, such as schools, commercial and business zones, and dense residential areas.
 - D. **Existing Critical Facilities** - The water model will be used to evaluate the operations of your existing pumping facilities and help determine an optimal flow balance for your system. Your model can also simulate the use of variable speed pumping or the loss of any of the high service pumps if taken out of service.
 - E. **Evaluate Water Storage Capacity** - Engineering and model data will be used to evaluate the total volume of storage currently available in the distribution system and compare this to current and ultimate maximum day and peak hourly water demands. Provide recommendations for future water system storage, if necessary. Recommendations will include a review of water storage tank style, such as ground storage versus elevated storage. Review the impact of storage on water turnover in the distribution system and the ability of the system to meet chlorine residuals.
 - F. **Extended Period Simulation** - Develop an "extended period" simulation (EPS) model which will be used to identify problem areas in the existing system during a variety of flow conditions. Enter hourly demands, pump curves, estimated starting water ages within the tanks and reservoirs, and tower control levels into the model to simulate actual system operation. The EPS model will be used to determine the adequacy of the elevated tank, water mains, pumps, valves, and connection points over a 24-72 hour time period.
9. FUTURE SYSTEM ANALYSIS
- A. **Determine Future Water Demands** - Project population demands and determine future water use demands using Village recognized development trends.
 - B. **Evaluate Future Water Storage Needs** - Engineering and model data will be used to evaluate the total volume of storage currently available in the distribution system and compare this to current and ultimate maximum day

- and peak hourly water demands. Provide recommendations for future water system storage.
- C. ***Evaluate Pumping Capability*** – The water model will be used in several scenarios to simulate the capability of the Village’s water system to meet current and future demand using existing pump station and receiving facilities. Recommendations will be provided to resolve any capacity issues identified.
 - D. ***Evaluate Future Water Main*** – The water model will be used in several scenarios to evaluate water main improvements to meet future demands.
10. **WATER MAIN BREAK ANALYSIS** – Use the water model and the City’s historical main break data to prepare a water main break analysis and recommended priority ranking for water main replacement
- A. ***Analyze Water Main Break Data*** – The Village has compiled break data in GIS. Each main break will be located and identified with a pipe. The break data is entered into the water main rank spreadsheet and used to generate the water main replacement rank.
 - B. ***Generate Water Main Rank*** – Develop a water main replacement rank for each pipe that has a history of main breaks based on water main break data, remaining pipe life, and water model data such as pipe velocities and friction losses.
 - C. ***Create Water Main Replacement Rank Map*** – Import the results from the water main rank spreadsheet into the GIS so that a graphical representation of the water main rank is generated.
 - D. ***Coordinate Street Ratings with Main Replacement Rank Map*** – Review the results of the water main break rank map against street ratings. Prioritize water main replacement recommendations with street ratings where feasible.
11. **MODEL EXHIBITS** - Prepare water system exhibits showing pressure contours and fire flows for average day and maximum day water demands. Confirm with Owner’s staff the exhibits accurately represent water system.
12. **RECOMMENDATIONS FOR DISTRIBUTION SYSTEM IMPROVEMENTS** – The results of the existing system analysis, evaluation of alternatives, opinions of probable costs estimates, recommendations, and prioritized list of selected alternatives will be prepared.
13. **DRAFT REPORT** – Submit five (5) copies of a draft report summarizing the results of the analysis, evaluation of alternatives, opinions of probable costs estimates, recommendations, and prioritized list of selected alternatives will be prepared and submitted to Owner staff for review. The analysis will include evaluation of the existing system and infrastructure needed to improve operations. The draft report

will include color-coded maps showing the results of the simulations, reports indicating fire flows and pressures at the junction nodes, and recommendations for future water mains, wells, pumping stations and storage tanks to serve developing areas. Opinions of probable capital construction costs estimates will be included for recommended improvements.

14. FINAL REPORT – The final report will be prepared and submitted to the Owner.

EXHIBIT B

Fee Schedule

Tinley Park Water Distribution Model and Master Plan

DELIV. No.	DELIVERABLE Title	S.DEL. No.	SUB-DELIVERABLE Title	Client	Project	Project	Project	Operations	GIS	GIS	Admin	HOURS	COST	COST
				Manager & Advisor	Manager	Engineer	Engineer							
				\$ 180	\$ 170	\$ 130	\$ 110	\$ 130	\$ 145	\$ 110	\$ 75			
	PROJECT MANAGEMENT			6	8							14	\$ 2,440	\$ 2,440
	PROJECT MEETINGS		Kickoff meeting	6	6	6						18	\$ 2,880	
			GIS Roundtable	4	10	10						24	\$ 3,720	
			Meetings	4	4	4						12	\$ 1,920	\$ 8,520
	EXISTING SYSTEM ANALYSIS		Collect and Review Data		4	8						12	\$ 1,720	
			Water Demands			4				6		10	\$ 1,180	\$ 2,900
	GIS DATA ADJUSTMENTS		Layout revisions			40	30		40	240		350	\$ 40,700	
			Attributes			16				60		76	\$ 8,680	
			Create maps and exhibits							8		8	\$ 880	\$ 50,260
														\$ 64,120
	PROJECT MANAGEMENT			6	12							18	\$ 3,120	\$ 3,120
	PROJECT MEETINGS		Meetings	8	16	16						40	\$ 6,240	\$ 6,240
	WATER DISTRIBUTION MODEL		Build model		4	40		6				50	\$ 6,660	
			Field hydrant testing			20		16		4		40	\$ 5,120	
			Calibration		4	60						64	\$ 8,480	\$ 20,260
	SYSTEM ANALYSIS		Existing Conditions		8	20				8		36	\$ 4,840	
			Extended Period Simulation		8	60						68	\$ 9,160	
			Recommendations	4	8	40						52	\$ 7,280	\$ 21,280
	WATER MAIN BREAK ANALYSIS		Analyze data		2	4						6	\$ 860	
			Main break ranking		8	16				4		28	\$ 3,880	
			Main break rank exhibit		2	2				4		8	\$ 1,040	\$ 5,780
	REPORT		Opinions of Probable Cost	4	4	12						20	\$ 2,960	
			Exhibits		4	8				30		42	\$ 5,020	
			Draft	4	30	40	20					106	\$ 14,120	
			Final	4	10	20						46	\$ 5,920	\$ 28,020
														\$ 84,700
	Subtotal - Hours			50	152	446	50	22	40	364	24	1148	\$ 148,820.00	\$ 148,820
	Subtotal - Costs			\$9,000	\$25,840	\$57,980	\$5,500	\$2,860	\$5,800	\$40,040	\$1,800	\$148,820		
	Subtotal - Subconsultant											\$7,900	Fee	\$ 156,720
	TOTAL PROJECT COST													\$ 156,720

EXHIBIT C**Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1. Workers' Compensation:	Statutory
2. Employer's Liability – Each Accident:	\$ 1,000,000
3. General Liability –	
a. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
b. General Aggregate:	\$ 2,000,000
4. Excess or Umbrella Liability --	
a. Each Occurrence:	\$ 3,000,000
b. General Aggregate:	\$ 3,000,000
5. Automobile Liability --Combined Single Limit	
6. (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
7. Professional Liability –	
a. Each Claim Made	\$ 2,000,000
b. Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificates (CONTRACTS ORDERS)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062		CONTACT NAME: PHONE (A/C, No, Ext): (847) 412-1414 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Valley Forge Ins Co 20508 INSURER B: Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	
INSURED BAXTER & WOODMAN, INC 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012			

COVERAGES CERTIFICATE NUMBER: CL18122196438 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6045872351	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6045872348	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			6045872365	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6045872379	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH591900841	1/1/2019	1/1/2020	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: GIS Update and Water Distribution Model. Village of Tinley Park, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, and attorneys are included as additional insureds per blanket endorsement as resepct GL, subject to written contract requiring same.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian/CID <i>M.C. Christian</i>
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Interoffice

Memo

Date: June 14, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water Assessment Program Renewal

Presented for June 18, 2019 PW Board discussion and action.

Description: The Village sought a qualified contractor to conduct a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance, operate and inspect a portion of our hydrants in our water system for problems.

- Inspections are performed on 1,150, roughly one-third, of the Village's hydrants.

Fire Hydrant Flow Testing, check pressure and volume of water flowing from hydrant.

- Full flow operation on one-fifth, approximately 700 hydrants, to ensure the water main capacity is in accordance with ISO, NFPA, and AWWA requirements.

Water System Leak Survey, detecting non visible leaks in our water system.

- Use instrumentation on water valves, hydrants, and water services to listen for leaks. If leaks are found, use leak correlation machine to pinpoint leaks. Approximately 130 miles of water main is surveyed each year for leaks.

Valve Exercising, operate and inspect a portion of valves in our water system for problems.

- Locate, operate, and inspect 1025 or one-third of the Village's water valves each year.

Background: RFQs were received in FY2019 with the contract awarded to M.E. Simpson. The contract was written to be renewable for four years. FY2020 will be the first contract renewal.

Budget/ Finance: Funding in the amount of \$149,300.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve renewing the contract with M.E. Simpson Co. in the amount not to exceed \$149,300.00.

Attachments:

1. Letter of recommendation
2. Professional Service Agreement
3. Contractor Letter of Continuation



8430 West Bryn Mawr Avenue, Suite 400, Chicago, Illinois 60631 • 815.459.1260 • baxterwoodman.com

July 2, 2018

Mayor and Trustees
Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, Il 60477

Subject: Village of Tinley Park - Water System Assessment – 2018 – RFQ - 007

Dear Mayor and Trustees,

Qualifications packets were received for the Project on June 19, 2018 at 4:30PM from the following firms:

- National Power Rodding, Chicago, IL
- M.E. Simpson Co., Inc., Valparaiso, IN

Qualifications were evaluated based on the level of creativity, differentiation, and measurability of six categories:

1. Scope of Work, Project Approach, and Project Management;
2. Experience of Key Personnel;
3. Firm Experience;
4. Overall Evaluation of Firm's Ability to Complete the Project;
5. Pricing;
6. Client List and References.

We have analyzed each of the submittals and find M.E. Simpson Co, Inc. to be both the highest qualified and the lowest priced firm. We recommend the Village negotiate a professional services agreement with M.E. Simpson Co, Inc.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read "Sean O'Dell".

Sean O'Dell, P.E.
Vice President

SEO:lms



May 10, 2019

Mr. Joe Fitzpatrick
Water Superintendent
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

RE: CONTRACT RENEWAL FOR WATER ASSESSMENT PROGRAM

Dear Mr. Fitzpatrick,

M.E. Simpson Company, Inc. would welcome the opportunity to continue providing services for the Village of Tinley Park, Illinois and extend the Water System Assessment Program. We appreciate the opportunity to extend this contract and provide our services to the Village of Tinley Park on their Water Distribution System.

Thank you for allowing us to serve the Village and work with the Water System Operations team. Should you have questions or need additional information please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "M.D. Simpson", is written over a light gray circular watermark.

Michael D. Simpson
Chief Executive Officer

Michael D. Simpson
Chief Executive Officer

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Michael.Simpson@mesimpson.com

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

RESOLUTION
NO. 2019-R-058

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM CONTRACT RENEWAL**

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

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

RESOLUTION NO. 2019-R-058**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM CONTRACT RENEWAL**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with M.E. Simpson Co., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-058, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO. FOR WATER ASSESSMENT PROGRAM CONTRACT RENEWAL,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between M.E. Simpson Co, Inc. (hereinafter “Contractor”) having its principal place of business at Valparaiso, In, and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the “Village”; collectively the “Parties”):

Water Assessment Program (Scope of Work set out in Exhibit A)

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

- I. Services
 - A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the “Services”). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
 - B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - C. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations

thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Contractor will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Contractor will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Contractor shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Contractor represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

M.E. Simpson Co., Inc.
3406 Enterprise Avenue
Valparaiso, Indiana 46383

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in persona jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERM

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

IN WITNESS WHEREOF, the Village of Tinley Park and _____ have executed this agreement.

VILLAGE OF TINLEY PARK

M. E. Simpson Co, Inc.

By: _____
Village Manager

By: _____
Chief Executive Officer

DATE: _____

DATE: _____

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

M. E. Simpson Co, Inc.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

M.E. Simpson Co, Inc.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

M.E. Simpson Co, Inc.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

M.E. Simpson Co, Inc.

Name of Contractor (please print)

Submitted by (signature)

Title

EXHIBIT A

Scope of Professional Services

Part 1 - FIRE HYDRANT ASSESSMENT:

The Village desires the Proposer to develop, plan and execute a program to locate, inspect, assess, operate, record water flowed, mark, grease, create a deliverable database in a format suitable and compatible with the VILLAGE current GIS/Database system platform, and create work orders for fire hydrants. This program will address approximately 1,156 fire hydrants (one-third of fire hydrants) throughout the Village water distribution system.

This work shall essentially consist of the following elements:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Village personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.
- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully “flow” upon demand. Adherence to the AWWA M-17 manual, NFPA 291 and ISO requirements is required.
- Compilation of the fire hydrant information collected by means of Pro-Maps™ / Pro-Hydrant® or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Maps™ / Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.
- Perform an analysis of the condition and criticality of each fire hydrant. This will be done based on the size of the water mains that feed the fire hydrant; proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

Fire Hydrant Location

It is the intent of the Village to maintain a complete and current inventory of the location of all Fire Hydrant attributes in the Village water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- If a new hydrant is located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Village personnel upon demand.

Fire Hydrant Appearance

- Condition of the paint.
- Verify color correctness, based on the utilities color scheme.
- Note the upright position of the fire hydrant. Note any evidence of being hit by a vehicle.
- Should bollards be installed to protect the fire hydrant? Should the fire hydrant be relocated away from traffic?
- Include in GIS a photo of hydrant in relation to surroundings.

Fire Hydrant Accessibility

- Does the fire hydrant need to be [horizontally] raised, or lowered?
- Do the pumper port and nozzles face the correct direction?
- Does the fire hydrant need to be relocated? Is the soil surrounding the fire hydrant capable of supporting it (important for proper breakaway)?

Fire Hydrant Functionality

- Are the nozzle/pumper threads in working condition?
- Do the nozzle/pumper ports require any maintenance or need to be replaced?
- Does the fire hydrant drain properly (dry-barrel)?
- Is the fire hydrant barrel still dry after pumping out the water and waiting a few minutes?
- Is it difficult to operate?
- Does it provide adequate fire-flow?
- Is the operating nut of the fire hydrant in good condition?
- Have the corners of the operating nut been rounded off (from people using a pipe wrench instead of a fire hydrant key)?
- If it appears that the fire hydrant has been illegally operated, should protective devices be installed to deter vandalism?

Fire Hydrant Inspection and Operation Procedure

- Check the fire hydrants appearance. Condition of paint and proper color-coding should be assessed.
- Does the fire hydrant need raised? Is it accessible and facing the correct direction? Repair or schedule a repair, as necessary.
- Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- Replace the nozzle/pumper cap, loose enough for air to escape. Open fire hydrant a few turns, allowing air to vent from loose cap. Tighten cap.
- Open fire hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- With the fire hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Report to Village for repairs and maintenance.
- Partially close the fire hydrant to open the drain outlets, and flush for 10 to 15 seconds.
- Completely close the fire hydrant, and then open it a ¼ to ½ to relieve the pressure on the thrust bearing or packing.
- Remove a nozzle/pumper cap, and attach a diffuser. Flush the fire hydrant to remove foreign material.
- Close the fire hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain fire hydrants, the water must be pumped from the barrel.
- Check for fire hydrant leakage with a listening device.
- Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- Inspect cap chains for binding and ease of movement. Unbind or replace, as necessary.
- Replace the caps and tighten them to the Utilities specification.
- Check operating nut lubrication and maintain as needed.
- Inspect breakaway device for damage.
- Collect or verify GPS location of fire hydrant.
- Notify the Village immediately of inoperable fire hydrants needing major repair.
- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Village.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Maps™ / Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum 15” clearance between lowest outlet and ground.
- Auxiliary valve is visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Status: Public, Private, or Non-Potable.
- Static pressure reading is taken.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Village’s Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Village can make corrections to their existing atlas.

Communications & Deliverables

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Village to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Village personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the fire hydrant assessment program and any other information provided by the Village shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Village.
- A **fire hydrant assessment log** of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all fire hydrant assessment reports and other problems found in the system during the course of the fire hydrant assessment program that need the attention of the Water Village. This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.
- The final deliverable shall be a complete fire hydrant database accessible by the Village “on line” (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database or equivalent.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- **If requested**, the Professional Services firm shall present findings of the Fire Hydrant Assessment Program to the Village at a Village Board Meeting at no additional charge.

SERVICES PROVIDED BY THE VILLAGE

- The *Village* will furnish all maps, atlases, (two copies) and records necessary to properly conduct the fire hydrant assessment program
- The *Village* will assist as necessary where traffic control may be extreme.
- The *Village* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with inoperable or difficult to operate fire hydrants and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.

THE VILLAGE WILL ASSIST, IF NEEDED, TO LOCATE ALL NONMETALLIC PIPES WITHIN THE SERVICE AREA.

SCOPE OF SERVICE (continued)

Part 2 – WATER MAIN CAPACITY:

The Village desires the Proposer to develop, plan and execute a program to perform water main capacity-fire hydrant testing services on the water distribution system. This program will address approximately 694 fire hydrants (one-fifth of fire hydrants based on 5-year contract) throughout the Village water distribution system.

This work shall essentially consist of the following items:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage, and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.

- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully “flow” upon demand. Adherence to the AWWA M-17 manual, NFPA 291, and ISO requirements is required.

Compilation of the fire hydrant information collected by means of Pro-Hydrant® database or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.

Perform an analysis of the condition and criticality of each fire hydrant based on the size of the water mains that feed the fire hydrant, proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants, pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

The Service Provider will submit a written Standard Operating Procedure or SOP for fire hydrant inspections and flow testing. This SOP will include all aspects of the following:

Fire Hydrant Location

Submit a complete and current inventory of the location of all Fire Hydrant attributes identified on the water atlas in the Utility water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- Once located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Utility personnel upon demand.

Fire Hydrant Inspection and Operation Procedure

The Service Provider will *provide an SOP for the inspection and operation of the hydrants in the distribution system. This SOP will have a detailed accounting of all the attributes of the hydrant such as paint condition, potential and/or actual leakage, operability, and any other condition that could possibly hamper the use of that hydrant in an emergency. GPS locations will be taken as part of this program. The GPS shall be map grade, with sub foot accuracy. A description of the GPS system along with all the details of the firm’s demonstrated ability to collect valid GPS points will be included with the submittal.*

- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Utility.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum ISO defined clearance between lowest outlet and ground.
- Auxiliary valve is present and visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Hydrant Status: Public, Private, or Non-Potable.
- Static pressure reading is taken for all hydrants.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility's Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATION AND COMMUNICATION

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the water main capacity-fire hydrant flow testing program for the prior workday, and plan current day and areas to survey.

- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the water main capacity-fire hydrant flow testing program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.
- Pressure gauges to record flow and pressure shall be tested weekly with testing records logged.
- A **fire hydrant assessment log** of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all water main capacity test results, fire hydrant assessment reports and other problems found in the system during the course of the water main capacity-fire hydrant flow testing program that need the attention of the Water Utility. This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.
- The final deliverable shall be a complete fire hydrant database accessible by the utility “on line” (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- **If requested**, the Professional Services firm shall present findings of the Water main capacity-fire hydrant flow testing program to the Village at a Village Board Meeting at no additional charge.

Part 3 - LEAK DETECTION:

The Village desires the Proposer to develop, plan and execute a program to perform leak detection services on the water distribution system. This program will address the Village water distribution system.

This work shall essentially consist of the following elements:

- Complete leak detection of the entire water distribution system through listening to all accessible main line valves, fire hydrants and needed appurtenances to ensure complete coverage of the system.
- Surveying the above appurtenances to locate leaks ensuring that distances between listening points are not greater than 500' on metallic type pipes, not greater than 300' on concrete type pipes and no more than 150' on PVC and HDPE type pipes.
- Collect GPS location of found main line leaks and service leaks.
- Correlation of found leaks.

Compilation of the leak detection information into a complete and comprehensive report.

DETAILED SCOPE

- Listen to all fire hydrants, all main line valves, and when necessary, selected service connections in the entire distribution system. Physical contact with the pipe, valve, hydrant auxiliary valve, hydrant, or service connection.
- Metallic type pipes; listening distances will not exceed 500' between points. I.E.: pipe, valves, hydrant auxiliary valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- AC/Concrete type pipe; listening distances will not exceed 300' between points. I.E.: valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- PVC and HDPE type pipe; All accessible valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct

- contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings. Listening distances will not exceed 150’.
- Valve vaults full of water may be pumped down to see the valve nut and bonnet to facilitate listening.
 - A “Leak” log shall be maintained indicating all areas where suspected leak noise was heard.
 - When leak noise has been detected and or suspected, the Service Provider will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
 - The Service Provider will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator. For Concrete, PVC and HDPE type pipe, locations will be interpolated to the best of the Service Providers ability.
 - The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
 - The Service Provider will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
 - The Service Provider will report daily or per request of the Utility, to the assigned Utility Manager and go over the progress of the previous day, as well as cover what will be surveyed the current day.
 - It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Service Provider to be able to safely access main line valves in the middle of the street. The Service Provider will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying.
 - *There will be a minimum of Two Persons per team working on the survey at all times.*
 - The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.

All Field Staff will have readily observable identification badges worn while in the field.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility’s Atlas. The numbering system approach shall be discussed with the Village Engineer before being

prepared. The Proposer shall be responsible to finalizing the numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATIONS and COMMUNICATIONS

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- At the end of each day, or as requested, a list of any leaks located.
 - Location of the leak.
 - Estimation of leak.
- Information collected by the Project Team during the leak detection program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.
- A **leak detection log** of activity will be included with the final report that will include the following;
 - ***Areas work performed in***
 - ***Type of problems observed***
 - ***Location of leaks discovered***
 - ***Mapping errors on the water atlas***

A Final report will be prepared at the completion of the project which will include all leak location reports and other problems found in the system during the course of the leak detection program that need the attention of the Water Utility. This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.

If requested, the Professional Services firm shall present findings of the Leak Detection Program to the Village at a Village Board Meeting at no additional charge.

EXHIBIT B

Fee Schedule

EXHIBIT C

Required Insurance

EXHIBIT D

Insurance Certificates



Interoffice Memo

Date: June 14, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Total Automation Concepts, Inc.

Presented for June 18th, 2019 Village Board Meeting Agenda discussion and possible action:

Description:

Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village Facilities Building Automation Systems. In general the scope of services includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage
2. Routine preventive maintenance, technical assistance, and server/system updates
3. Equipment testing, calibration, and control repairs

Background: Public Works is tasked with proper upkeep of all Facilities Building Automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts has utilized their extensive intricate knowledge of our Building Automation System to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	57,000.00
<u>Contract Amount</u>	<u>55,224.00</u>
Difference – Under Budget	\$1,776.00

Staff Direction Request:

1. Approve a service contract with Total Automation Concepts of Alsip, Illinois for the annual maintenance and inspections in the amount of \$55,224.00.
2. Direct staff as necessary.

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

RESOLUTION
NO. 2019-R-059

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND TOTAL AUTOMATION CONCEPTS FOR BUILDING AUTOMATION ANNUAL
SERVICE**

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

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

RESOLUTION NO. 2019-R-059**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS FOR BUILDING AUTOMATION ANNUAL SERVICE**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Total Automation Concepts, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-059, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS FOR BUILDING AUTOMATION ANNUAL SERVICE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Fifty Five Thousand Two Hundred and Twenty Four and 00/100 Dollars (\$55,224.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$20,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor

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

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

The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

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

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Total Automation Concepts, Inc.

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Mayor
(required if Contract is \$20,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

_____ Date

SCOPE OF SERVICES

Attached Scope of work for Village Facilities Building Temperature Controls as detailed in:

- **Proposal titled: Building Automation Service Agreement #TINLPK1 Commercial**



5602 W. 120th Street
Alsip, Illinois 60803
Phone: 708-597-3143
Fax: 708-824-3845
www.ta-concepts.com

BUILDING AUTOMATION SERVICE AGREEMENT #TINLPK1 COMMERCIAL

Page 1 of 3

Purchaser

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

This agreement includes planned maintenance services on your Schneider Electric building automation systems at the following locations:

- Village Hall – 16250 Oak Park Ave, Tinley Park, Il
- Police Department – 7850 W. 183rd Street, Tinley Park, Il
- Public Works – 7980 W. 183rd Street, Tinley Park, Il
- Oak Park Ave Train Station – 6700 South Street, Tinley Park, Il
- 80th Ave Train Station – 18001 80th Ave, Tinley Park, Il
- Fire Station 1 (Safety Building) – 17255 68th Court, Tinley Park, Il
- Fire Station 2 – 7825 W. 167th Street, Tinley Park, Il
- Fire Station 3 – 9191 175th Street, Tinley Park, Il
- Fire Station 4 – 7801 W. 191st Street, Tinley Park, Il

Total Automation Concepts will check all field devices, controllers and network elements as indicated below. This is recommended for all sites to maintain original condition of the installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying detects and potential problem areas and reducing the likelihood that emergencies will occur.

This agreement will be performed during normal business hours (7:00am to 4:00pm, Monday thru Friday)

This agreement will be scheduled during the month of 9/2019.

This agreement is in effect for a period of one (1) year beginning **6/30/19** and ending **6/30/20**.

This agreement will include (3) additional quarterly inspections scheduled for 1/2020, 4/2020, 6/2020.

This agreement includes:

System Software Upgrades:

- This includes system and security software upgrades. You will receive the latest software and security revisions and documentation.
- All field devices will receive the latest necessary firmware upgrades.
- We will update your system once a year with these updates. At that time we will include on-site training to familiarize you with these new features as they are added to your system to be sure that you gain the full benefit of the latest product enhancements.

Database Protection:

- The database protection prepares your system to be restored in the event of damage to the system or the information contained within it. Upon completion of the system backup you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- This agreement will include (1) backup routine a year, performed on the entire building automation system, including the front end work station or servers as well as your entire network of field controllers.

Building Automation Network Equipment and Field Controller Inspections:

- This includes planned maintenance routines performed on network interfaces, routers and field controllers.
- Checking the battery backup circuit, scan times and verifying control loops.





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Fax: 708-824-3845
www.ta-concepts.com

System Testing:

- System testing involves testing individual systems and validating items such as critical alarms, smoke control sequences and safety circuits. Results of this testing will verify proper operation of critical systems and identify any potential problems.

Remote Support Service:

- A service engineer or system programmer will assist you with troubleshooting software programs, PID loops and any other issues with which you need assistance.
- This includes (1) hour per month of remote support services. Additional remote services will be billed at preferred rates.
- You the customer are responsible for local system communication cost and access.

Priority Telephone Assistance:

- We will provide access to our emergency service call line which enables you to access our pool of on-call engineers, upon placing a call you will be asked details about your site, system and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the remote access.
- Should the engineer be unable to identify the solution remotely then he will advise you of the initial cost of a site visit and the availability of a service engineer.

This agreement provides you with preferential treatment as a Service Agreement Customer, and guarantees you same day service for Normal and Emergency Service calls.

This agreement gives you preferred labor rates which is 10% off Total Automation Concepts standard labor rates.

This agreement gives you 10% off all parts and labor on all repair service while under agreement.

This agreement maintain records of service inspections, indicating type of service, or adjustments made on the system by our technicians.

Any items found in need of repair or replacement during our inspections will be quoted to the customer for authorization to proceed.

This agreement does not include:

The items below are not included in this agreement, Labor and material will be billed at preferred rates with a four (4) hour minimum charge.

Repair/Emergency Services:

- Labor and material repair/replacement cost to your system.
- Labor and material repair/replacement will be performed during normal business hours (7:00am thru 4:00pm, Monday thru Friday) and will be billed at preferred rates with a (4) four hour minimum charge.
- **24 Hour Emergency Repair Service** including Saturdays, Sundays, and Holidays, labor and material preformed after normal working hours will be billed at premium rates with a (4) four hour minimum charge.

Short Term Cancellation Provision:

If the Purchaser cancels this Agreement short of the Full Term, the Return Premium shall be based upon 90% of the unearned Pro-Rated Premium less any service calls that have been performed and any equipment/material installed





5602 W. 120th Street
Alsip, Illinois 60803
Phone: 708-597-3143
Fax: 708-824-3845
www.ta-concepts.com

under this Agreement. If Total Automation Concepts cancels the Agreement short of full term, the Return Premium shall be based upon 100% of the Pro-Rated Premium

Agreement Cost: Monthly

The cost of this Agreement is **\$55,224.00**, payable in (12) equal monthly installments of **\$4,602.00** throughout the term of the Agreement.

Or

Agreement Cost: Quarterly

The cost of this Agreement is **\$55,224.00**, payable in (4) equal quarterly installments of **\$13,806.00** throughout the term of the Agreement.

Terms:

All invoices are due by the 10th of the month.

We will provide Certificates of Insurance upon request.

Acceptance:

Accepted Date: _____

Village of Tinley Park

Title: _____

Agreement #TINLPK1

Respectfully Submitted:

Total Automation Concepts, Inc.

Robert E. Chlum
Sales Engineer

Site Contact Information

Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:
Special site notes:

Billing Information

Contact Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:

Bill to address:

Attention to:

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____ Annually _____



Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Suzi Stephens	
	PHONE (A/C, No., Ext): (847) 463-7232	FAX (A/C, No): (847) 440-9123
E-MAIL ADDRESS: sstephens@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance	24112	
INSURER B: Accident Fund Insurance Co of Ameri	10166	
INSURER C: Hanover Insurance Co.	10212	
INSURER D :		
INSURER E :		
INSURER F :		
INSURED Total Automation Concepts Inc. 5602 W. 120th Street Alsip IL 60803	AMBEMEC-02	

COVERAGES **CERTIFICATE NUMBER: 152252288** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

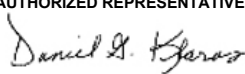
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CMM0988192	4/1/2014	4/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 _____ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CMM0988192	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM0988192	4/1/2014	4/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 _____ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WCS7500205	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased & Rented			IHCA257257	4/1/2014	4/1/2015	Limit \$100,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work performed by the named insured on behalf of the certificate holder.

It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis, when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

See Attached...

CERTIFICATE HOLDER Village of Tinley Park Village Manager 16250 S. Oak Park Ave. Tinley Park IL 60477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd		NAMED INSURED Total Automation Concepts Inc. 5602 W. 120th Street Alsip IL 60803	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

-Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys.



Interoffice

Memo

Date: June 4, 2019

To: David Niemeyer – Village Manager
 Brad Bettenhausen – Village Treasurer
 Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award 2019 Concrete Flatwork and Curb Program

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: 2019 Concrete Flatwork and Curb Program: This project consists of the removal, replacement and construction of new concrete sidewalk, curb and gutter and driveways throughout the Village, as well as a retaining wall around the Calcium Chloride Tank at the Public Works Facility. Project was advertised in the local paper and on Quest CDN.

Two (2) bids were received on June 4, 2019. The bid results are below and the bid tab is attached. The lowest, responsible bidder was J&J Newell Concrete Contractors, Inc. in the amount of \$224,804.50.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
J&J Newell Concrete Contractors, Inc.	Burnham, IL	\$224,804.50
Davis Concrete Construction Company	Monee, IL	\$235,411.00

Engineer's Estimate \$232,030.00

Budget / Finance: Funding is budgeted for in the FY20 Road and Bridge and Capital Improvement Budgets.

Budget Available: \$185,000.00 (Sidewalk Repair/Prplace/Add'l Fund)
 \$ 43,344.00 (Wall Constr for Calc. Chl. Tank Fund)
 \$228,344.00

Lowest Responsible Bidder: \$224,804.50
 Difference (under budget) \$ 3,539.50

Staff Direction Request:

1. Approve low bid and award the project in the amount of \$224,804.50 for the 2019 Concrete Flatwork and Curb Program to J&J Newell Concrete Contractors, Inc.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19





EOPCC for Concrete Flatwork and Curb Program

Item No.	Item Description	Unit
1	Sidewalk Removal - Special	Sq Ft
2	Driveway Pavement Removal	Sq Yd
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft
5	Aggregate Base Course, Type B, 4"	Sq Yd
6	Detectable Warning Plate - Special	Sq Ft
7	Earth Excavation - Special	Cu Yd
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd
10	PCC Patching, 10"	Sq Yd
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd
12	Manholes to be Adjusted	Each
13	Valve Boxes to be Adjusted	Each
14	Topsoil Furnish and Place, 4" - Special	Sq Yd
15	Sodding, Special	Sq Yd
16	Perimeter Erosion Barrier	Lin Ft

Calcium Chloride Tank

Item No.	Item Description	Unit
1	Concrete Wall w/ #4 rebar as specified (114' x 3'11" x 8")	Lin Ft
2	Concrete Foundation Footing w/ #4 rebar as specified (114'x2'6"x10)	Lin Ft
3	Concrete Slab, 5" (124' x 1'9"x 5")	Sq Ft
4	Concrete In-Fill, Variable Depth (107' x 1'1")	Sq Ft
5	Earth Excavation (Saw Cut Hma & Remove HMA, Stone and Soil)	Cu Yd
6	Aggregate Base Course, 6"	Sq Yd

HMA	2000
PCC Patching, 10"	2000
Curb and Gutter	200

Account # 73770 (Concrete): \$50,000

Account # 73780 (Asphalt): \$40,000

Fund Sources: Water Retail 60, Water Wholesale 63 and Sewer 64)

<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
4,500	\$2.00	\$9,000.00
350	\$20.00	\$7,000.00
4,000	\$7.50	\$30,000.00
500	\$8.00	\$4,000.00
500	\$9.00	\$4,500.00
500	\$25.00	\$12,500.00
500	\$45.00	\$22,500.00
900	\$20.00	\$18,000.00
200	\$40.00	\$8,000.00
222		
230	\$70.00	\$16,100.00
25	\$350.00	\$8,750.00
25	\$250.00	\$6,250.00
500	\$7.50	\$3,750.00
500	\$15.00	\$7,500.00
200	\$3.50	\$700.00
Total		\$158,550.00

Budget: \$150,000

<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
114	\$110.00	\$12,540.00
114	\$95.00	\$10,830.00
217	\$50.00	\$10,850.00
114	\$45.00	\$5,117.00
22	\$75.00	\$1,650.00
32	\$65.00	\$2,080.00
Total		\$43,067.00

Budget: \$43,344

sq ft
sq ft
lf

80



Revised Date: 5/14/2019

SCHEDULE OF PRICES

Project: Concrete Flatwork and Curb Program

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Sidewalk Removal - Special	Sq Ft	4,500		\$
2	Driveway Pavement Removal	Sq Yd	350		\$
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000		\$
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500		\$
5	Aggregate Base Course, Type B, 4"	Sq Yd	500		\$
6	Detectable Warning Plate - Special	Sq Ft	500		\$
7	Earth Excavation - Special	Cu Yd	500		\$
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700		\$
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200		\$
10	PCC Patching, 10"	Sq Yd	200		\$
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150		\$
12	Manholes to be Adjusted	Each	25		\$
13	Valve Boxes to be Adjusted	Each	25		\$
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500		\$
15	Sodding, Special	Sq Yd	500		\$
16	Perimeter Erosion Barrier	Lin Ft	200		\$
Subtotal					\$

Project: Calcium Chloride Tank

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Concrete Wall w/ #4 rebar as specified	Lin Ft	114		\$
2	Concrete Foundation Footing w/ #4 rebar as specified	Lin Ft	114		\$
3	Concrete Slab, 5" (124' x 1'9"x 5")	Sq Ft	217		\$
4	Concrete In-Fill, Variable Depth (107' x 1'1")	Sq Ft	114		\$
5	Earth Excavation (Saw Cut HMA & Remove HMA, Stone and Soil)	Cu Yd	22		\$
6	Aggregate Base Course, 6"	Sq Yd	32		\$
Subtotal					\$

Bid Total: \$

The following Addendums have been acknowledged:

Percent Increase each of the next 2 years: %

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.



2019 Concrete Flatwork and Curb Program
 Bid Tab
 Date: 6/4/19

J&J Newell Concrete Contractors, Inc. 14500 Alice Ave Burnham, IL 60633	Davis Concrete Construction Company 11244 W. Manhattan Monee Rd Monee, IL
--	--

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	J&J Newell Concrete Contractors, Inc.		Davis Concrete Construction Company		
						Unit Price	Total Price	Unit Price	Total Price	
1	Sidewalk Removal - Special	Sq Ft	4,500	\$2.00	\$9,000.00	\$1.45	\$6,525.00	\$1.50	\$6,750.00	
2	Driveway Pavement Removal	Sq Yd	350	\$20.00	\$7,000.00	\$12.75	\$4,462.50	\$20.00	\$7,000.00	
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	\$7.50	\$30,000.00	\$8.25	\$33,000.00	\$12.40	\$49,600.00	
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	\$8.00	\$4,000.00	\$8.75	\$4,375.00	\$12.95	\$6,475.00	
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	\$9.00	\$4,500.00	\$3.60	\$1,800.00	\$3.00	\$1,500.00	
6	Detectable Warning Plate - Special	Sq Ft	500	\$25.00	\$12,500.00	\$20.00	\$10,000.00	\$25.00	\$12,500.00	
7	Earth Excavation - Special	Cu Yd	500	\$45.00	\$22,500.00	\$50.00	\$25,000.00	\$25.00	\$12,500.00	
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	\$20.00	\$14,000.00	\$37.90	\$26,530.00	\$45.00	\$31,500.00	
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	\$40.00	\$8,000.00	\$61.65	\$12,330.00	\$67.00	\$13,400.00	
10	PCC Patching, 10"	Sq Yd	200	\$200.00	\$40,000.00	\$200.00	\$40,000.00	\$170.00	\$34,000.00	
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	\$70.00	\$10,500.00	\$85.00	\$12,750.00	\$80.00	\$12,000.00	
12	Manholes to be Adjusted	Each	25	\$350.00	\$8,750.00	\$385.00	\$9,625.00	\$250.00	\$6,250.00	
13	Valve Boxes to be Adjusted	Each	25	\$250.00	\$6,250.00	\$50.00	\$1,250.00	\$150.00	\$3,750.00	
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	\$7.50	\$3,750.00	\$8.00	\$4,000.00	\$8.00	\$4,000.00	
15	Sodding, Special	Sq Yd	500	\$15.00	\$7,500.00	\$10.00	\$5,000.00	\$12.00	\$6,000.00	
16	Perimeter Erosion Barrier	Lin Ft	200	\$3.50	\$700.00	\$5.00	\$1,000.00	\$4.00	\$800.00	
					Total	\$188,950.00	Total	\$197,647.50	Total	\$208,025.00
					As-Read Total		\$197,647.50	As-Read Total		

Annual Increase %	2.5%	Annual Increase %	4%
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Calcium Chloride Tank

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	J&J Newell Concrete Contractors, Inc.		Davis Concrete Construction Company		
						Unit Price	Total Price	Unit Price	Total Price	
1	Concrete Wall w/ #4 rebar as specified (114' x 3'11" x 8")	Lin Ft	114	\$110.00	\$12,540.00	\$80.00	\$9,120.00	\$90.00	\$10,260.00	
2	Concrete Foundation Footing w/ #4 rebar as specified (114'x2'6"x10)	Lin Ft	114	\$95.00	\$10,830.00	\$80.00	\$9,120.00	\$90.00	\$10,260.00	
3	Concrete Slab, 5" (124' x 1'9"x 5")	Sq Ft	217	\$50.00	\$10,850.00	\$15.00	\$3,255.00	\$15.00	\$3,255.00	
4	Concrete In-Fill, Variable Depth (107' x 1'1")	Sq Ft	114	\$45.00	\$5,130.00	\$20.00	\$2,280.00	\$11.50	\$1,311.00	
5	Earth Excavation (Saw Cut Hma & Remove HMA, Stone and Soil)	Cu Yd	22	\$75.00	\$1,650.00	\$145.00	\$3,190.00	\$90.00	\$1,980.00	
6	Aggregate Base Course, 6"	Sq Yd	32	\$65.00	\$2,080.00	\$6.00	\$192.00	\$10.00	\$320.00	
					Total	\$43,080.00	Total	\$27,157.00	Total	\$27,386.00
					As-Read Total		\$27,157.00	As-Read Total		\$27,386.00
					Overall Total	\$232,030.00				
					Overall Total		\$224,804.50	Overall Total		\$235,411.00

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

RESOLUTION
NO. 2019-R-060

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND J & J NEWELL CONCRETE CONTRACTORS, INC. FOR THE 2019 CONCRETE
FLATWORK AND CURB PROGRAM**

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

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

RESOLUTION NO. 2019-R-060**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J & J NEWELL CONCRETE CONTRACTORS, INC. FOR THE 2019 CONCRETE FLATWORK AND CURB PROGRAM**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with J & J Newell Concrete Contractors, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-060, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J & J NEWELL CONCRETE CONTRACTORS, INC. FOR THE 2019 CONCRETE FLATWORK AND CURB PROGRAM,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Two hundred-twenty four thousand, eight hundred and four and 50/100 Dollars (\$224,804.50)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

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

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

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Exhibit A

SCOPE OF SERVICES



Revised Date: 5/14/2019

SCHEDULE OF PRICES

Project: Concrete Flatwork and Curb Program

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Sidewalk Removal - Special	Sq Ft	4,500	1.45	\$ 6,525.00
2	Driveway Pavement Removal	Sq Yd	350	12.75	\$ 4,462.50
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	8.25	\$ 33,000.00
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	8.75	\$ 4,375.00
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	3.60	\$ 1,800.00
6	Detectable Warning Plate - Special	Sq Ft	500	20.00	\$ 10,000.00
7	Earth Excavation - Special	Cu Yd	500	50.00	\$ 25,000.00
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	37.90	\$ 26,530.00
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	61.65	\$ 12,330.00
10	PCC Patching, 10"	Sq Yd	200	200.00	\$ 40,000.00
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	85.00	\$ 12,750.00
12	Manholes to be Adjusted	Each	25	385.00	\$ 9,625.00
13	Valve Boxes to be Adjusted	Each	25	50.00	\$ 1,250.00
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	8.00	\$ 4,000.00
15	Sodding, Special	Sq Yd	500	10.00	\$ 5,000.00
16	Perimeter Erosion Barrier	Lin Ft	200	5.00	\$ 1,000.00
Subtotal					\$ 197,647.50

Project: Calcium Chloride Tank

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Concrete Wall w/ #4 rebar as specified	Lin Ft	114	80.00	\$ 9,120.00
2	Concrete Foundation Footing w/ #4 rebar as specified	Lin Ft	114	80.00	\$ 9,120.00
3	Concrete Slab, 5" (124' x 1'9" x 5")	Sq Ft	217	15.00	\$ 3,255.00
4	Concrete In-Fill, Variable Depth (107' x 1'1")	Sq Ft	114	20.00	\$ 2,280.00
5	Earth Excavation (Saw Cut HMA & Remove HMA, Stone and Soil)	Cu Yd	22	145.00	\$ 3,190.00
6	Aggregate Base Course, 6"	Sq Yd	32	6.00	\$ 192.00
Subtotal					\$ 27,157.00

Bld Total: \$ 224,704.50

The following Addendums have been acknowledged: NONE

Percent Increase each of the next 2 years: 2.5 %

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J & J Newell Concrete Contractors, Inc.
14500 Alice Avenue
Burnham, IL 60633

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Concrete Flatwork, Curb Program and Calcium Chloride Tank Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June, 2019.

[Signature]
(Witness)

J & J Newell Concrete Contractors, Inc.
(Principal) *[Signature]* (Seal)

By: *[Signature]*
(Title) President

The Ohio Casualty Insurance Company
(Surety) *[Signature]* (Seal)

By: *[Signature]*
(Title) Kristen Schmidt, Attorney-in-Fact



(Witness) see attached jurat

STATE OF ILLINOIS
COUNTY OF WILL

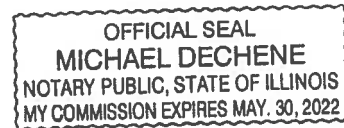
I, Michael Dechene a Notary Public in and for the state and county aforesaid, do hereby certify that Kristen Schmidt of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free voluntary act as Attorney-in-Fact of The Ohio Casualty Insurance Company the free and voluntary act of the The Ohio Casualty Insurance Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of June A.D. 2019



My commission expires May, 30, 2022
NOTARIAL JURAT

Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristen Schmidt of the city of Orland Park, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: J & J Newell Concrete Contractors, Inc.

Obligee Name: Village of Tinley Park

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

**VILLAGE OF TINLEY PARK
STATE OF ILLINOIS**

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF J&J Newell Concrete Contractors, Inc.
(Name and Address of Bidder)
P.O. Box 329 ; Calumet City, IL 60409
2. The specifications for the proposed work are those prepared by the Village Engineer dated May 14, 2019.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.

9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before November 27, 2019** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

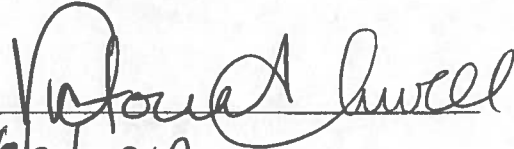
13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ 10% Bid Bond
Attached)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: 
Date: 6/3/2019

Bidder InformationDate Submitted: 6/4/2019Company Name: J & J Newell Concrete Contractors, Inc.Address: Po Box 329City, State Zip Code: Calumet City, IL 60409Phone Number: ⁷⁰⁸8621909 Fax Number: 7088622544Company Email: Vicki@jnewellconcrete.comContact Person and Cell Number: Vicki Newell
708-878-0585

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____



(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____

Addresses of All _____

Members of the firm _____

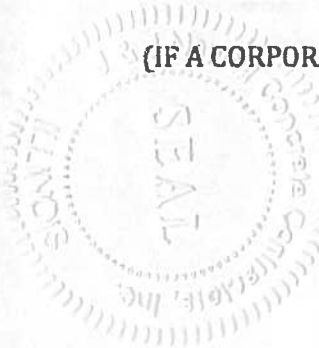


(IF A CORPORATION)

CORPORATE NAME J+J Newell Concrete Contractors, Inc.

SIGNED BY Victoria A. Newell

BUSINESS ADDRESS PO Box 329
Cahomet City, IL 60409



(CORPORATE SEAL)

PRESIDENT Victoria A. Newell

Insert
Names of
Officers

SECRETARY Victoria A. Newell

TREASURER Victoria A. Newell

ATTEST: Victoria A. Newell
Secretary

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

J&J Newell Concrete Contractors, Inc.

Name

14500 S. Albee Ave

Principal place of business

Burnham, IL 60633

Address

City, State, Zip Code

The Bidder is a:

- Corporate
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other (please explain: _____)

Corporation

The state of incorporation is: Illinois

The registered agent of the corporation in Illinois is:

Name Michelle Kantor

Address 300 N. La Salle

1400

City, State, Zip Chicago, IL

60654

The Officers of the corporation are:

Victoria A. Newell

President

Vice President

Victoria A. Newell

Secretary

Victoria A. Newell

Treasurer

The Corporation is authorized to do business in the State of Illinois.

STATE OF ILLINOIS)
)
 COUNTY OF COOK & WILL)

SS.

 *NOTE: THIS AFFIDAVIT MUST BE
 *COMPLETED BY THE CHIEF OFFICER
 *OF THE BIDDER

**AFFIDAVIT
 REGARDING BIDDER AVAILABILITY**

The undersigned, VICTORIA NEWELL being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

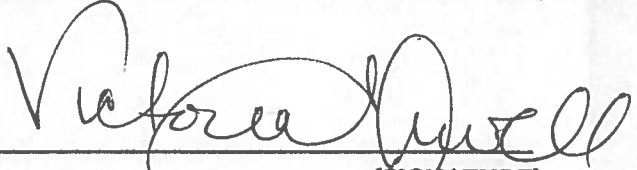
	SUB	SUB	SUB	prime		Awards Pending	
	1 IDOT 61E90	2 IDOT 62G80	3 Tinley Park PWP	4	5		
County and Section No.				Peotone			
Contract With	Lindahl	Gallagher	Gallagher	Peotone			
Estimated Completion Date	6/15/19	8/30/19		11/1/19			
Total Contract Price	257,931	689,852	950,000	50,000			Total 1,947,783
Uncompleted Dollar Value	180,000	589,852	950,000	50,000			1,769,852

ALL WORK TO BE
 DONE WITH OUR OWN FORCES.

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS
	uncompleted						
	all work with						
	our own forces						
	from previous page						
							1769,852

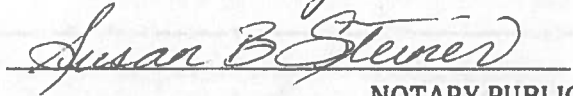


 (SIGNATURE)
 VICTORIA A. Newell

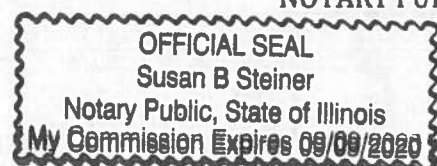
 (PRINT NAME)
 President

 (TITLE)

Subscribed and Sworn to before me the
31st day of June, AD, 2019



 NOTARY PUBLIC



BID RIGGING AND BID ROTATING**Section 2.** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

NON-COLLUSION

- Section 2a.** A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
 - F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
 - G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
 - H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
 - I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
 - J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or

understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

- Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.
- Section 14.** In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

FELONY

- Section 15.** Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

THE AMERICANS WITH DISABILITIES ACT

- Section 16.** As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

PREVAILING WAGE REQUIREMENTS

Section 17. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: Victoria Quill
[name]
President
[title]

Subscribed and Sworn to before me this _____ day of _____, 20_____.

By: _____
Notary Public

-seal-

VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

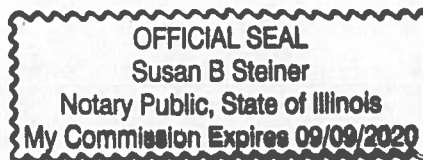
Section 18. The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-0-002.

Signed by: Victoria Quill
[name]
President
[title]

Subscribed and Sworn to before me this 3rd day of June, 2019.

By: Susan B Steiner
Notary Public

-seal-



AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and _____, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ _____; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated May 14, 2019, which are hereby made part of this Agreement as if recited at length herein for **Concrete Flatwork, Curb Program and Calcium Chloride Tank Improvements**:

1. **Legal Notice to Bidders**
2. **Instructions to Bidders**
3. **General and Special Conditions**
4. **Specifications and Drawings**
5. **Proposal Schedule (consistent with Contract Documents)**
6. **Affidavits**
7. **Performance Bond and Payment Bond**
8. **Addendum _____, _____, and _____.**

IN WITNESS WHEREOF, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2019.

**VILLAGE OF TINLEY PARK,
Municipal Corporation,**

By: _____

Print name of Contractor _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

Attests Title: _____

Title: _____

Print Name: _____

Title: _____

Approved as to form:

Print Name: _____

Title: _____

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice

Memo

Date: : June 4, 2019

To: David Niemeyer – Village Manager
 Brad Bettenhausen – Village Treasurer
 Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award 2019 Pavement Striping Plan

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: 2019 Pavement Striping Plan: The Public Works Department, in its role to maintain its Village-owned streets, has added a separate line item in the FY2020 Budget to clean and paint a number of selected streets throughout the Village. This work includes painting of centerline, lane and pavements edges, medians, stop bars and crosswalks; as well as all the traffic control and protection requirements to complete the work.

This service contract was advertised in the local newspaper and on Quest CDN in accordance with State bidding laws; four (4) sealed bids were received on June 4, 2019. The bid results are below and the bid tab is attached. The low responsible bidder was Traffic Control Company in the amount of \$58,483.50. Village staff has worked with this contractor before and found them to be a credible, trustworthy contractor and they are also IDOT prequalified. Due to the bids coming in well under-budget, we would like to increase the quantity and overall cost of work by 50%. This increase would bring the total cost of the project to \$87,000.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Traffic Control Company	South Holland, IL	\$58,483.50
Precision Pavement Marking, Inc.	Pingree Grove, IL	\$59,638.75
Marking Specialists Corporation	Cary, IL	\$134,858.75
RoadSafe Traffic Systems, Inc.	Romeoville, IL	\$169,843.75

Engineer's Estimate \$115,955.00

Budget / Finance: Funding is budgeted for in the FY20 Road and Bridge Budget.

Budget Available:	\$135,000 (Pavement Striping Operating Fund)
	\$ 27,000 (Thermo Lane Marking Fund)
	\$162,000

Lowest Responsible Bidder w/ 50% increase: \$ 87,000.00
 Difference (under budget) \$ 75,000.00

Staff Direction Request:

1. Approve low bid and award the project in the amount of \$87,000.00 for the 2019 Pavement Striping Plan.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19



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

RESOLUTION
NO. 2019-R-061

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND TRAFFIC CONTROL COMPANY FOR THE 2019 PAVEMENT STRIPING PLAN**

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

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

RESOLUTION NO. 2019-R-061**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRAFFIC CONTROL COMPANY FOR THE 2019 PAVEMENT STRIPING PLAN**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Traffic Control Company, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-061, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRAFFIC CONTROL COMPANY FOR THE 2019 PAVEMENT STRIPING PLAN,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Eight-Seven Thousand and 00/100 Dollars (\$87,000.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

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

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

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.



**Formal Contract Proposal for
2019 Pavement Striping Plan**

Bid Opening Date: Tuesday, June 4, 2019 at 9:30am
 Bid Opening Location: Tinley Park Village Hall
 Bid Deposit: 10% of the Amount of Bid
 Performance Bond: 100% of the Amount of Bid

Submit Bids to:

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

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



Expires
11/30/19

Proposal Submitted By:

Traffic Control Company

 Contractor's Name

16961 State Street

 Street

South Holland, IL 60473

 City State Zip Code

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Mayor
(required if Contract is \$10,000 or more)

_____ Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

_____ Date

Exhibit A

SCOPE OF SERVICES

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF Traffic Control Company
(Name and Address of Bidder)
16961 State Street, South Holland, IL 60473
2. The specifications for the proposed work are those prepared by the Village Engineer dated May 14, 2019.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.

9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before August 30, 2019** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: Richard Andrylo
Date: JUNE 3 2019



Revised Date: 5/14/2019

Schedule of Prices

Project: 2019 Pavement Striping Plan

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Paint Pavement Marking - Line 4"	Lin Ft	113,750	\$.23	\$ 26162.50
2	Paint Pavement Marking - Line 6"	Lin Ft	12,575	\$.53	\$ 6664.75
3	Paint Pavement Marking - Line 12"	Lin Ft	7,275	\$ 1.25	\$ 9093.75
4	Paint Pavement Marking - Line 24"	Lin Ft	2,700	\$ 2.50	\$ 6750.00
5	Paint Pavement Marking - Letters and Symbols	Lin Ft	3,925	\$ 2.50	\$ 9812.50
Total					\$ 58483.50

The following Addendums have been acknowledged: 

Percent Increase each of the next 2 years: 1.25%

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.



Bidder Information

Date Submitted: 6/4/19

Company Name: Traffic Control Company

Address: 16961 State Street

City, State Zip Code: South Holland, IL 60473

Phone Number: 708.501.6017 Fax Number: _____

Company Email: ricka@trafficcontrolcompany.com

Contact Person and Cell Number: Rick Andryske 219.798.0025

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____



(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____

Addresses of All _____

Members of the firm _____



(IF A CORPORATION) LLC

CORPORATE NAME STF LLC dba Traffic Control Company

SIGNED BY _____

BUSINESS ADDRESS 601 Bth Street Valley Park MO 63088

(CORPORATE SEAL)

PRESIDENT _____

Insert
Names of
Officers

SECRETARY _____

TREASURER _____

ATTEST: _____

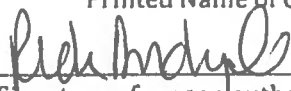
Secretary

CONTRACT SPECIFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

<u>Specification Section No.</u>	<u>General Material or Equipment Description</u>	<u>Manufacturer Substitute Product</u>	<u>Adjustment Price Add / Deduct</u>
_____	_____	_____	_____/_____ /
_____	_____	_____	_____/_____ /
_____	_____	_____	_____/_____ /
_____	_____	_____	_____/_____ /
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_____	_____	_____	_____/_____ /
_____	_____	_____	_____/_____ /
_____	_____	_____	_____/_____ /

SUBMITTED BY:
TRAFFIC CONTROL COMPANY
Printed Name of Company
BY: 
Signature of person authorized to sign bid
TITLE ESTIMATOR
ADDRESS 16961 SO. STATE STREET
SOUTH HOLLAND IL
PHONE (708) 501 6017
DATE JUNE 3 2019

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

- _____ Corporate
- _____ Partnership
- Limited Liability Company
- _____ Sole Proprietorship
- _____ Other (please explain: _____)

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

City, State, Zip _____

The Officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois.

Limited Liability Company

The state of registration is: Missouri

The registered agent of the Limited Liability Company in Illinois is:

Name Traffic Control Company

Address 16961 State Street

City, State, Zip South Holland, IL 60473

The registered office of the Limited Liability Company in Illinois is:

Address _____

City, State, Zip _____

The managers and members of the Limited Liability Company are:

Scott Fisher

Todd Fisher

Name

Name

601 8th Street

601 8th Street

Address

Address

Valley Park, MO 63088

Valley Park, MO 63088

City, State

City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS

(SIGNATURE)
Bobby Pemck Jr

(PRINT NAME)
Contract Administrator

(TITLE)

Subscribed and Sworn to before me the _____ day of _____, AD, 2019

NOTARY PUBLIC

BID RIGGING AND BID ROTATING**Section 2.** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

NON-COLLUSION

- Section 2a.** A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
- F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
 - E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
 - F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
 - G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
 - H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- Section 11.** For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or

understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

FELONY

Section 15. Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

THE AMERICANS WITH DISABILITIES ACT

Section 16. As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

PREVAILING WAGE REQUIREMENTS

Section 17. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: RICHARD ANDRYSKE *Richard Andro*
[name]

ESTIMATOR
[title]

Subscribed and Sworn to before me this 3rd day of June, 2019.



By: *Jacki Toman*
Notary Public

VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

Section 18. The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Signed by: RICHARD ANDRYSKE *Richard Andro*
[name]

ESTIMATOR
[title]

Subscribed and Sworn to before me this ____ day of _____, 20____.

By: _____
Notary Public

-seal-

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and _____, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ _____; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated May 14, 2019, which are hereby made part of this Agreement as if recited at length herein for **2019 Pavement Striping Plan**

1. Legal Notice to Bidders
2. Instructions to Bidders
3. General and Special Conditions
4. Specifications and Drawings
5. Proposal Schedule (consistent with Contract Documents)
6. Affidavits
7. Performance Bond and Payment Bond
8. Addendum _____, _____, and _____.

IN WITNESS WHEREOF, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2019.

**VILLAGE OF TINLEY PARK,
Municipal Corporation,**

By: _____

Print Name: _____

Title: _____

Attests Title: _____

Print Name: _____

Title: _____

Approved as to form:

Print Name: _____

Title: _____

Print name of Contractor _____

By: _____

Print Name: _____

Title: _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

STF, LLC dba Traffic Control Company
601 8th Street
Valley Park, MO 63088

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company

1450 American Lane
Schaumburg, IL 60173
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2019 Pavement Striping Plan.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June, 2019.

Deane Snodgrass
(Witness)

STF, LLC dba Traffic Control Company
(Principal) *(Seal)*

By: *[Signature]* Contract Administrator
(Title)

Karen E. Bogard
(Witness) Karen E. Bogard

Great American Insurance Company
(Surety) *(Seal)*

By: *[Signature]*
(Title) William Reidinger, Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **TEN**

No. 0 20507

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KAREN E. BOGARD	ALL OF	ALL
HINA AZAM	SCHAUMBURG, ILLINOIS	\$100,000,000
DONNA M. TYLER		
REBECCA R. ALVES		
WILLIAM REIDINGER		
DONNA WRIGHT		
JOSEPH HALLERAN		
MATTHEW V. BUOL		
THOMAS GREEN		
JEFFREY S. CIECKO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of FEBRUARY 2016



Attest
My L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss: On this 29TH day of FEBRUARY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-10-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this *15th* day of *June*



My L C B
Assistant Secretary

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice

Memo

Date: June 4, 2019

To: David Niemeyer – Village Manager
 Brad Bettenhausen – Village Treasurer
 Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award FY2020 Municipal Parking Lot Improvements

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: This project consists of the removal and replacement of curb and gutter and HMA Surface, pavement patching, structure adjustments, pavement markings and all incidental work necessary to complete parking lot improvements in the West half of the 80th Avenue Metra Train Station on the north side of the tracks, East half of the 80th Avenue Metra Train Station north of Timber Drive, the south lot at Village Hall, the Helicopter Landing Pad at the Fire Training Tower and North Street Metra Train on Oak Park Avenue.

Six (6) bids were received and publicly read on June 4, 2019. The bid results are below and the bid tab is attached. The lowest, responsible bidder was K-Five Construction in the amount of \$495,161.96.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
K-Five Construction Corporation	Bensenville, IL	\$495,161.96
Gallagher Asphalt Corporation	Thornton, IL	\$496,325.80
Iroquois Paving Corporation	Watseka, IL	\$505,221.86
PT Ferro Construction Company	Joliet, IL	\$554,538.21
Austin-Tyler Construction, Inc.	Elwood, IL	\$574,257.64
D Construction Co.	Coal City, IL	\$618,312.97

Engineer's Estimate \$521,407.55

Budget / Finance: Funding is budgeted for in the FY20 Capital Improvement Budget.

Budget Available:	\$578,000.00
Lowest Responsible Bidder:	\$495,161.96
Difference (under budget)	\$ 82,838.04

Staff Direction Request:

1. Approve low bid and award the project in the amount of \$495,161.96 for the FY2020 Municipal Parking Lot Improvement Project to K-Five Construction Corporation.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19



EOPCC for Municipal Parking Lot Improvement Project

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>
1	HMA Surface Removal, 2"	Sq Yd
2	Bituminous Materials (Tack Coat)	Lb
3	Pavement Patching, 6"	Sq Yd
4	Pavement Patching, 10"	Sq Yd
5	HMA Surface Course, Mix D,N50	Ton
6	PCC Patching, 10"	Sq Yd
7	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft
8	Structures to be Adjusted	Each
9	Paint Pavement Marking - Line 4"	Lin Ft
10	Paint Pavement Marking - Line 6"	Lin Ft
11	Paint Pavement Marking - Line 8"	Lin Ft
12	Paint Pavement Marking - Line 12"	Lin Ft
13	Paint Pavement Marking - Line 24"	Lin Ft
14	Paint Pavement Marking - Letters & Symbols	Sq Ft
15	Paint Pavement Marking - 12" No Parking	Each
16	Paint Pavement Marking - 36" No Vehicles	Each

<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
30,848	\$2.50	\$77,120.00
10,906	\$0.30	\$3,271.68
924	\$35.00	\$32,340.00
725	\$45.00	\$32,625.00
3,702	\$80.00	\$296,160.00
222	\$85.00	\$18,870.00
400	\$50.00	\$20,000.00
10	\$450.00	\$4,500.00
30,360	\$0.60	\$18,216.00
1,795	\$1.25	\$2,243.75
896	\$2.00	\$1,792.00
682	\$2.50	\$1,705.00
163	\$5.00	\$815.00
198	\$5.50	\$1,089.55
6	\$35.00	\$210.00
9	\$50.00	\$450.00
Total		\$511,407.98
		\$588,119.18

Budget: \$578,000

\$479,722

Metra Station - 80th Avenue (North Lot)

<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>
Paint Pavement Marking - Line 4"	L.F.	12,537	\$0.60
Paint Pavement Marking - Line 6"	L.F.	893	\$1.25
Paint Pavement Marking - Line 12"	L.F.	0	\$2.50
Paint Pavement Marking - Line 24"	L.F.	139	\$5.00
Paint Pavement Marking - Letters & Symbols	S.F.	160.4	\$5.50
			Sub-Total
			15% Contg.
			Total

Metra Station - 80th Avenue (East Half of South Lot)

<i>Items</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>
HMA Surface Removal, 2"	20,258	SY	\$2.50
Bituminous Materials (Tack Coat)	9,116	LB	\$0.30
HMA Surface Course, Mix D,N50	2,431	Ton	\$80.00
Curb & Gutter Removal and Replacement-Special	200	LF	\$50.00
Pavement Patching, 6"	100	SY	\$35.00
Paint Pavement Marking - Line 4"	10,240	LF	\$0.60
Structures to be Adjusted	5	Each	\$450.00
			Sub-Total
			15% Contg.
			Total

Metra Station - OPA Avenue (North Street Lot)

<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>
Paint Pavement Marking - Line 4"	L.F.	6,017	\$0.60
Paint Pavement Marking - Line 6"	L.F.	0	\$1.25
Paint Pavement Marking - Line 12"	L.F.	0	\$2.50
Paint Pavement Marking - Line 24"	L.F.	24	\$5.00
Paint Pavement Marking - Letters & Symbols	S.F.	19.3	\$5.50
			Sub-Total
			15% Contg.
			Total

Overall Total:

Budget :

Village Hall - South Parking Lot

Items	Quantity	Units	Unit Price
HMA Surface Removal, 2"	3,150	SY	\$2.50
Bituminous Materials (Tack Coat)	1,418	LB	\$0.30
HMA Surface Course, Mix D,N50	378	Ton	\$80.00
Pavement Patching, 10"	725	SY	\$45.00
Curb & Gutter Removal and Replacement	200	LF	\$50.00
Paint Pavement Marking - Line 4"	1,566	LF	\$0.60
Paint Pavement Marking - L&S	18	SF	\$5.50
Structures to be Adjusted	5	Each	\$450.00
			Sub-Total
			15% Contg.
			Total

Budget :

Fire Training Tower - Helicopter Landing Pad

<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>
Paint Pavement Marking - Line 6"	L.F.	902	\$1.25
Paint Pavement Marking - Line 8"	L.F.	896	\$2.00
Paint Pavement Marking - Line 12"	L.F.	682	\$2.50
Paint Pavement Marking - Line 24"	L.F.	0	\$5.00
Paint Pavement Marking - L&S	S.F.	0.0	\$5.50
2" No Parking (12" Tall)	EACH	6.0	\$35.00
3" No Vehicles (36" Tall)	EACH	9.0	\$50.00
			Sub-Total

<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>
HMA Surface Removal, 2"	S.Y.	7,440	\$2.50
Bituminous Materials (Tack Coat)	LB	372	\$0.30
HMA Surface Course, Mix D, N50	Ton	893	\$80.00
Pavement Patching, 6"	S.Y.	744	\$35.00
			Sub-Total
			15% Contg.
			Total

Budget :

Budget has total o

Total Price
\$7,522.20
\$1,116.25
\$0.00
\$695.00
\$882.20
\$10,215.65
\$1,532.35
\$11,748.00

Total
\$50,645.00
\$2,734.83
\$194,480.00
\$10,000.00
\$3,500.00
\$6,144.00
\$2,250.00
\$269,753.83
\$40,463.07
\$310,216.90

Total Price
\$3,610.20
\$0.00
\$0.00
\$120.00
\$106.15
\$3,836.35
\$575.45
\$4,411.80

\$326,376.70

\$328,000

Total
\$7,875.00
\$425.25
\$30,240.00
\$32,625.00
\$10,000.00
\$939.60
\$101.20
\$2,250.00
\$84,456.05
\$12,668.41
\$97,124.46

\$100,000

Total Price
\$1,128.00
\$1,792.00
\$1,705.00
\$0.00
\$0.00
\$210.00
\$450.00
\$5,285.00

Total Price
\$18,600.00
\$112.00
\$71,424.00
\$26,040.00
\$116,176.00
\$18,219.00
\$139,680.00

220 x 300

\$150,000

of \$704,920 for Fire Training Parkign Lot (30-75801)

\$489,722.88
 -\$21,685.10

\$578,000



Project: FY2020 Municipal Parking Lot Improvements

Bid Tab

Date: June 4, 2019

Schedule of Prices

						<i>K-Five Construction Corp.</i> 999 Oakmont Plaza Drive Westmont, IL 60559 Bid Bond Enclosed: Yes		<i>Gallagher Asphalt</i> 18100 S. Indiana Avenue Thornton, IL 60476 Bid Bond Enclosed: Yes		<i>Iroquois Paving Corporation</i> 1889 E US Highway 24 Watseka, IL 60970 Bid Bond Enclosed: Yes		<i>PT Ferro Construction Co.</i> P.O. Box 156 Joliet, IL 60434 Bid Bond Enclosed: Yes		
<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	
1	HMA Surface Removal, 2"	Sq Yd	30,848	\$2.50	\$77,120.00	\$3.00	\$92,544.00	\$2.00	\$61,696.00	\$2.35	\$72,492.80	\$2.90	\$89,459.20	
2	Bituminous Materials (Tack Coat)	Lb	10,906	\$0.30	\$3,271.80	\$0.01	\$109.06	\$2.50	\$27,265.00	\$0.01	\$109.06	\$0.01	\$109.06	
3	Pavement Patching, 6"	Sq Yd	924	\$35.00	\$32,340.00	\$33.00	\$30,492.00	\$50.00	\$46,200.00	\$35.00	\$32,340.00	\$55.00	\$50,820.00	
4	Pavement Patching, 10"	Sq Yd	725	\$45.00	\$32,625.00	\$56.00	\$40,600.00	\$60.00	\$43,500.00	\$65.50	\$47,487.50	\$85.00	\$61,625.00	
5	HMA Surface Course, Mix D,N50	Ton	3,702	\$80.00	\$296,160.00	\$68.20	\$252,476.40	\$66.50	\$246,183.00	\$68.00	\$251,736.00	\$73.00	\$270,246.00	
6	PCC Patching, 10"	Sq Yd	222	\$85.00	\$18,870.00	\$92.00	\$20,424.00	\$80.00	\$17,760.00	\$170.00	\$37,740.00	\$100.00	\$22,200.00	
7	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	600	\$50.00	\$30,000.00	\$55.00	\$33,000.00	\$48.00	\$28,800.00	\$63.00	\$37,800.00	\$45.00	\$27,000.00	
8	Structures to be Adjusted	Each	10	\$450.00	\$4,500.00	\$600.00	\$6,000.00	\$350.00	\$3,500.00	\$600.00	\$6,000.00	\$400.00	\$4,000.00	
9	Paint Pavement Marking - Line 4"	Lin Ft	30,360	\$0.60	\$18,216.00	\$0.45	\$13,662.00	\$0.50	\$15,180.00	\$0.45	\$13,662.00	\$0.68	\$20,644.80	
10	Paint Pavement Marking - Line 6"	Lin Ft	1,795	\$1.25	\$2,243.75	\$0.70	\$1,256.50	\$0.75	\$1,346.25	\$0.70	\$1,256.50	\$1.28	\$2,297.60	
11	Paint Pavement Marking - Line 8"	Lin Ft	896	\$2.00	\$1,792.00	\$1.00	\$896.00	\$1.10	\$985.60	\$1.00	\$896.00	\$1.65	\$1,478.40	
12	Paint Pavement Marking - Line 12"	Lin Ft	682	\$2.50	\$1,705.00	\$1.50	\$1,023.00	\$1.60	\$1,091.20	\$1.50	\$1,023.00	\$2.10	\$1,432.20	
13	Paint Pavement Marking - Line 24"	Lin Ft	163	\$5.00	\$815.00	\$3.00	\$489.00	\$3.25	\$529.75	\$3.00	\$489.00	\$3.95	\$643.85	
14	Paint Pavement Marking - Letters & Symbols	Sq Ft	198	\$5.50	\$1,089.00	\$5.00	\$990.00	\$5.50	\$1,089.00	\$5.00	\$990.00	\$3.95	\$782.10	
15	Paint Pavement Marking - 12" No Parking	Each	6	\$35.00	\$210.00	\$50.00	\$300.00	\$50.00	\$300.00	\$50.00	\$300.00	\$90.00	\$540.00	
16	Paint Pavement Marking - 36" No Vehicles	Each	9	\$50.00	\$450.00	\$100.00	\$900.00	\$100.00	\$900.00	\$100.00	\$900.00	\$140.00	\$1,260.00	
					Total	\$521,407.55	Total:	\$495,161.96	Total:	\$496,325.80	Total:	\$505,221.86	Total:	\$554,538.21
							As Read:	\$495,161.96	As Read:	\$496,325.80	As Read:	\$505,221.86	As Read:	\$554,538.21

The following Addendums have been acknowledged: 0

<i>Austin-Tyler Construction, Inc.</i> 23343 S. Ridge Road Elwood, IL 60421 Bid Bond Enclosed: Yes		<i>D Construction, Inc.</i> 1488 S. Broadway Coal City, IL 60416 Bid Bond Enclosed: Yes	
<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
\$2.80	\$86,374.40	\$3.25	\$100,256.00
\$0.01	\$109.06	\$0.01	\$109.06
\$59.75	\$55,209.00	\$60.00	\$55,440.00
\$83.00	\$60,175.00	\$80.00	\$58,000.00
\$72.00	\$266,544.00	\$80.00	\$296,160.00
\$147.00	\$32,634.00	\$242.00	\$53,724.00
\$84.00	\$50,400.00	\$44.00	\$26,400.00
\$370.00	\$3,700.00	\$660.00	\$6,600.00
\$0.45	\$13,662.00	\$0.50	\$15,180.00
\$0.65	\$1,166.75	\$0.77	\$1,382.15
\$0.90	\$806.40	\$1.10	\$985.60
\$1.50	\$1,023.00	\$1.65	\$1,125.30
\$3.00	\$489.00	\$3.30	\$537.90
\$4.00	\$792.00	\$5.52	\$1,092.96
\$75.00	\$450.00	\$55.00	\$330.00
\$80.00	\$720.00	\$110.00	\$990.00
Total:	\$574,254.61	Total:	\$618,312.97
As Read:	\$574,254.61	As Read:	\$618,312.97

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

RESOLUTION
NO. 2019-R-062

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING
LOT IMPROVEMENT PROJECT**

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

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

RESOLUTION NO. 2019-R-062**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING LOT IMPROVEMENT PROJECT**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with K-Five Construction Corporation, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-062, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND K-FIVE CONSTRUCTION CORPORATION FOR THE FY2020 MUNICIPAL PARKING LOT IMPROVEMENT PROJECT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Four hundred ninety-five thousand, one hundred sixty-one and 96/100 Dollars (\$495,161.96)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

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

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

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor

(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk

_____ Date

(required if Contract is \$10,000 or more)

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Formal Contract Proposal for

FY2020 Municipal Parking Lot Improvements

Bid Opening Date: Tuesday, June 4, 2019 at 10:00am
 Bid Opening Location: Tinley Park Village Hall
 Bid Deposit: 10% of the Amount of Bid
 Performance Bond: 100% of the Amount of Bid

Submit Bids to:

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

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

A circular professional seal for Colby C. Zeigler, a Licensed Professional Engineer in the State of Illinois. The seal includes the text "LICENSED PROFESSIONAL ENGINEER", "COLBY C. ZEIGLER", "62058075", and "STATE OF ILLINOIS". A handwritten signature is written over the seal, and the initials "P.E. CFM" are written to the right.

*Expires
 11/30/19*

Proposal Submitted By:

K-Five Construction Corporation

Contractor's Name

999 Oakmont Plaza Drive, Suite 200

Street

Westmont, IL 60559

City

State

Zip Code



Schedule of Prices

Project: FY2020 Municipal Parking Lot Improvements

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
1	HMA Surface Removal, 2"	Sq Yd	30,848	\$ 3.00	\$ 92,544.00
2	Bituminous Materials (Tack Coat)	Lb	10,906	\$ 0.01	\$ 109.06
3	Pavement Patching, 6"	Sq Yd	924	\$ 33.00	\$ 30,492.00
4	Pavement Patching, 10"	Sq Yd	725	\$ 56.00	\$ 40,600.00
5	HMA Surface Course, Mix D,N50	Ton	3,702	\$ 68.20	\$ 252,476.40
6	PCC Patching, 10"	Sq Yd	222	\$ 92.00	\$ 20,424.00
7	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	600	\$ 55.00	\$ 33,000.00
8	Structures to be Adjusted	Each	10	\$ 600.00	\$ 6,000.00
9	Paint Pavement Marking - Line 4"	Lin Ft	30,360	\$ 0.45	\$ 13,662.00
10	Paint Pavement Marking - Line 6"	Lin Ft	1,795	\$ 0.70	\$ 1,256.50
11	Paint Pavement Marking - Line 8"	Lin Ft	896	\$ 1.00	\$ 896.00
12	Paint Pavement Marking - Line 12"	Lin Ft	682	\$ 1.50	\$ 1,023.00
13	Paint Pavement Marking - Line 24"	Lin Ft	163	\$ 3.00	\$ 489.00
14	Paint Pavement Marking - Letters & Symbols	Sq Ft	198	\$ 5.00	\$ 990.00
15	Paint Pavement Marking - 12" No Parking	Each	6	\$ 50.00	\$ 300.00
16	Paint Pavement Marking - 36" No Vehicles	Each	9	\$ 100.00	\$ 900.00
Bid Total:					\$ 495,161.96

The following Addendums have been acknowledged: _____

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF K-Five Construction Corporation
(Name and Address of Bidder)
999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
2. The specifications for the proposed work are those prepared by the Village Engineer dated May 14, 2019.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.

9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before August 30, 2019** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of \$1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a (bid bond) bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

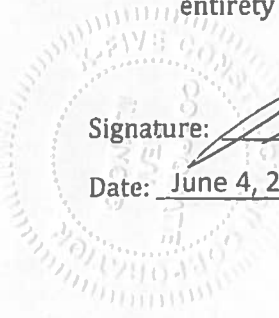
14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

Signature: _____

Robert G. Krug

Date: June 4, 2019 _____



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE K-Five Construction Corporation
999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559

as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Tinley Park
Tinley Park, IL

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),

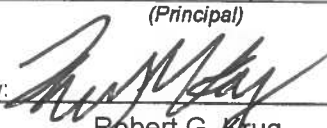
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

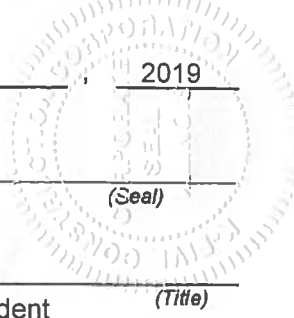
WHEREAS, the Principal has submitted a bid for FY2020 Municipal Parking Lot Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this 4th day of June, 2019


Robert W. Krug (Witness)

K-Five Construction Corporation
(Principal) (Seal)
By: 
Robert G. Krug President (Title)




Rachel Hernandez (Witness)

Continental Casualty Company
(Surety) (Seal)
By: 
Attorney-in-Fact Kimberly R. Holmes (Title)

STATE OF Illinois
COUNTY OF Cook

I, Ann Marie Waters Notary Public of Cook County,
in the State of Illinois, do hereby certify that Kimberly R. Holmes
Attorney-in-Fact, of the Continental Casualty Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Continental Casualty Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle
in said County, this 4th day of June A.D., 2019

Ann Marie Waters

Notary Public Ann Marie Waters

My Commission expires: July 5, 2021



Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Individually

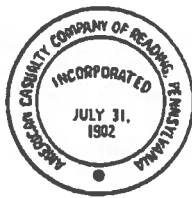
of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of March, 2019.

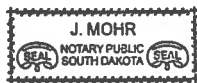


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of March, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of JUNE, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012



Bidder Information

Date Submitted: June 4, 2019

Company Name: K-Five Construction Corporation

Address: 999 Oakmont Plaza Drive, Suite 200

City, State Zip Code: Westmont, IL 60559

Phone Number: 630-257-5600 Fax Number: 630-257-6788

Company Email: estimating@k-five.net

Contact Person and Cell Number: Brent Bozeman 630-257-5600

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____

.....
(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____
Addresses of All _____
Members of the firm _____

.....
(IF A CORPORATION)

CORPORATE NAME K-Five Construction Corporation

SIGNED BY [Signature] Robert G. Krug

BUSINESS ADDRESS 999 Oakmont Plaza Drive, Suite 200
Westmont, IL 60559



(CORPORATE SEAL)

PRESIDENT Robert G. Krug

Insert Names of Officers SECRETARY Robert W. Krug

TREASURER Josephine M. Krug

ATTEST: [Signature]
Secretary Robert W. Krug

CONTRACT SPECIFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

Specification Section No.	General Material or Equipment Description	Manufacturer Substitute Product	Adjustment Price Add / Deduct
_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____
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_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____
_____	_____	_____	_____ / _____

SUBMITTED BY:

K-Five Construction Corporation
Printed Name of Company

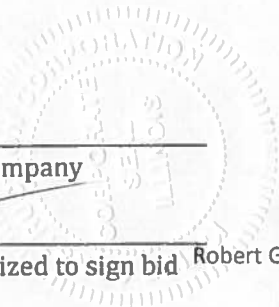
BY: 
Signature of person authorized to sign bid Robert G. Krug

TITLE President

ADDRESS 999 Oakmont Plaza Drive, Suite 200
Westmont, IL 60559

PHONE (630) 257-5600

DATE June 4, 2019



(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

K-Five Construction Corporation

Name

Principal place of business

999 Oakmont Plaza Drive, Suite 200

Address

Westmont, IL 60559

City, State, Zip Code

The Bidder is a:

- Corporate
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other (please explain: _____)

Corporation

The state of incorporation is: Illinois

The registered agent of the corporation in Illinois is:

Name Robert. G. Krug

Address 999 Oakmont Plaza Drive, Suite 200

City, State, Zip Westmont, IL 60559

The Officers of the corporation are:

Robert G. Krug

President

Jennifer Krug-McNaughton

Vice President

Robert W. Krug

Secretary

Josephine M. Krug

Treasurer

The Corporation is authorized to do business in the State of Illinois.

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK & WILL)

 *NOTE: THIS AFFIDAVIT MUST BE
 *COMPLETED BY THE CHIEF OFFICER
 *OF THE BIDDER

**AFFIDAVIT
 REGARDING BIDDER AVAILABILITY**

See K-Five Letter Attached

The undersigned, K-Five Construction Corporation, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS



 (SIGNATURE)

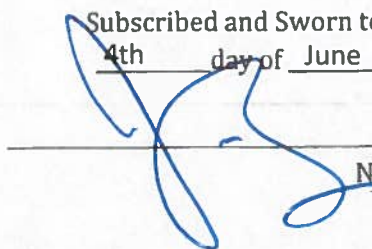
Robert G. Krug

 (PRINT NAME)

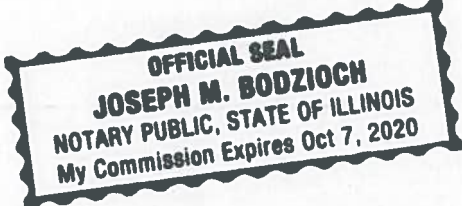
President

 (TITLE)

Subscribed and Sworn to before me the
 4th day of June, AD, 2019



 NOTARY PUBLIC



BID RIGGING AND BID ROTATING**Section 2.** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

NON-COLLUSION

- Section 2a.** A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that the has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
- F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or

understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

FELONY

Section 15. Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

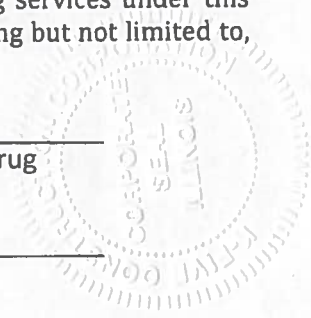
THE AMERICANS WITH DISABILITIES ACT

Section 16. As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

PREVAILING WAGE REQUIREMENTS

Section 17. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: [Signature]
[name] Robert G. Krug
President
[title]



Subscribed and Sworn to before me this 4th day of June, 20 19.

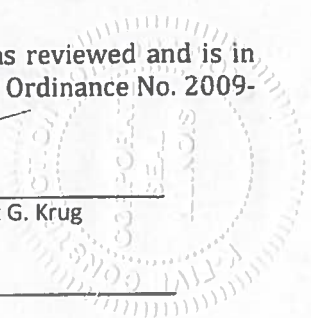
By: _____
Notary Public

-seal-

VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

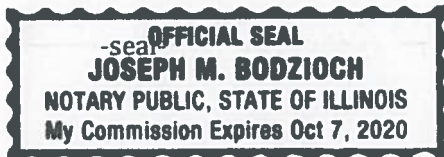
Section 18. The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-0-002.

Signed by: [Signature]
[name] Robert G. Krug
President
[title]



Subscribed and Sworn to before me this 4th day of June, 20 19.

By: [Signature]
Notary Public



AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and _____, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ _____; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated May 14, 2019, which are hereby made part of this Agreement as if recited at length herein for **FY2020 Municipal Parking Lot Improvements**

1. Legal Notice to Bidders
2. Instructions to Bidders
3. General and Special Conditions
4. Specifications and Drawings
5. Proposal Schedule (consistent with Contract Documents)
6. Affidavits
7. Performance Bond and Payment Bond
8. Addendum _____, _____, and _____.

IN WITNESS WHEREOF, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this 4th day of June, 2019.

**VILLAGE OF TINLEY PARK,
Municipal Corporation,**

By: _____

Print Name: _____

Title: _____

Attests Title: _____

Print Name: _____

Title: _____

Approved as to form:

Print Name: _____

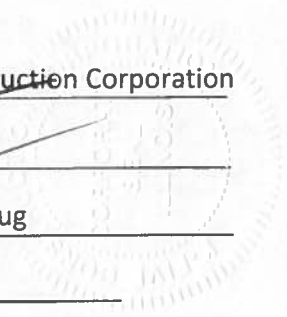
Title: _____

Print name of Contractor K-Five Construction Corporation

By:  _____

Print Name: Robert G. Krug

Title: President





Interoffice

Memo

Date: June 14, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: LaGrange Road Utility Engineering Proposal

Prepared for June 18, 2019 Public Works Committee Meeting for consideration and possible action:

Description: The Village has been in the process of extending watermain and sanitary sewer west towards LaGrange Road for over a year now in order to provide the necessary utility services to the undeveloped parcels for future development. The Village is planning to have a Master Plan prepared by one of our engineering consultants.

We received two (2) proposals from Robinson Engineering (\$149,000.00) and Baxter & Woodman, Inc. (\$78,400.00) for their engineering services. Each engineering firm researched and provided proposals based on the same services that need to be provided in order to complete the project. Those services include utility sizing, topographic surveys, routing of utilities, options for the utility alignments, drawings and specifications as well as an engineer's opinion of probable construction costs.

The proposal provided by Baxter & Woodman, Inc. is in the amount of \$78,400.00.

Budget / Finance: Funding is budgeted for in the FY20 Budget.

Budget Available:	\$170,000.00 (CIP20-60-00-001)
B&W Proposed Proposal Cost:	\$ 78,400.00
Difference (under budget) \$	91,600.00

Staff Direction Request:

1. Approve proposal and recommend awarding the Engineering Services in the amount of \$78,400.00 to Baxter & Woodman, Inc.
2. Direct Staff as necessary.

Attachments

1. B&W Proposal dated 6/11/19

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

RESOLUTION
NO. 2019-R-064

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BAXTOR AND WOODMAN FOR LAGRANGE ROAD UTILITY ENGINEERING**

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

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

RESOLUTION NO. 2019-R-064**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTOR AND WOODMAN ENGINEERING FOR LAGRANGE ROAD UTILITY ENGINEERING**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Baxtor and Woodman Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-064, **“A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTOR AND WOODMAN ENGINEERING FOR LAGRANGE ROAD UTILITY ENGINEERING,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



8840 West 192nd Street, Mokena, IL 60448 • 815.459.1260 • baxterwoodman.com

June 11, 2019

Mr. Colby Zemaitas
Village Engineer
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Subject: Village of Tinley Park – LaGrange Road Utilities

Dear Mr. Zemaitas,

The Village of Tinley Park is planning to provide water and sewer service to undeveloped parcels within the LaGrange Road corridor between 179th Street and old 183rd Street. Baxter & Woodman is pleased to submit this proposal to complete route investigation and design services for the LaGrange Road Utilities project.

Project Summary

The Project consists of providing public utility service to the parcels of land between 179th Street and 183rd Street, and between LaGrange Road and 94th Street. Sanitary sewers and water mains will be extended from their existing termini at the south end of the parking lot of the Moraine Valley Community College south to 183rd Street. Crossings of 183rd Street would be made by trenchless methods. The proposed water main would be looped east along 183rd Street to 94th Street.

Scope of Services

The following outlines our scope of services and our engineering fee to prepare a route investigation and prepare design documents for the Village.

Design Services

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. UTILITY ROUTING INVESTIGATION – Review existing studies, sanitary sewer/water main locations and elevations, and proposed development areas. Prepare Technical Memorandum detailing recommended routes for proposed sanitary sewer and water main, service to abutting properties, exhibits showing the proposed improvements, easement locations, description of the permits required, and Preliminary Opinion of Probable Cost. Attend up to three meetings with Village staff and parcel owners to discuss the project.



3. PROJECT MEETINGS – Conduct up to three meetings with Village staff at times during final design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of a Kickoff Meeting, one meeting at approximately 50 percent completion, and one final meeting at 90 percent completion.
4. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and man-made features along the utility routes to develop base sheets for Project Drawings. Sewer pipe diameters and invert elevations will be collected. We have assumed the topographic survey can be completed prior to crops in the farm field interfering with the work.
5. UTILITIES – CONTACTS AND COORDINATION
 - A. Conduct a Design Stage Locate with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work areas.
 - B. Contact utilities, obtain atlases where available, and provide preliminary Drawings to utility companies for their markup and return.
6. DESIGN
 - A. DRAWINGS – Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work for the Project to be furnished and performed by the Contractor selected by the Village. Make revisions based on comments from Village staff.
 - B. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate for the Project. Provide final specifications to Village upon completion of design.
 - C. SITE VISITS FOR DESIGNERS – Conduct site visits by designers of utilities to clarify any discrepancies on the Drawings, select final routes for pipelines, and investigate pipe installation methods.
 - D. CAD FOR DETAILED DESIGN – Provide detailed computer aided drafting of sanitary sewer, water main and appurtenance locations, and construction requirements. Indicate location of utilities from best available records. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings. Provide CAD files to Village upon completion of design.
 - E. GEOTECHNICAL COORDINATION - Coordinate the selection of a geotechnical subconsultant to conduct soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design in accordance with the request for proposal. An allowance of \$6,000 has been included in the



Compensation total fee for the geotechnical work required for five soil borings and report.

- F. PEER AND CONSTRUCTABILITY REVIEWS – Conduct QA/QC peer reviews of Drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make revisions based on comments from both engineering and construction departments.
 - G. ENGINEER'S OPINION OF PROBABLE COST – Prepare a final opinion of probable total Project cost including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and administrative services or other costs necessary for completion of the Project.
7. EASEMENT AND PLAT WORK
- A. Utilize our registered land surveyor to investigate existing property ownerships, existing easements, and dedicated rights-of-way. Obtain title commitments for the properties requiring easements.
 - B. Prepare preliminary plats of easement for the Village to utilize in obtaining easements.
 - C. Prepare up to four easement plats as directed by the Village, and record easement plats.
8. PERMITS
- A. Submit the design documents and permit applications to the following agencies for a permit to construct, own, and operate the Project.
 - IEPA Department of Public Water Supply
 - IEPA Division of Water Pollution Control
 - Metropolitan Water Reclamation District of Greater Chicago
9. PROJECT BID
- A. ASSISTANCE TO BIDDERS - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication. Answer bidder's questions during bid period.
 - B. ADDENDUMS - Issue necessary addenda to all plan holders as necessary.
 - C. BID TABULATION AND LETTERS OF RECOMMENDATION - Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award a construction contract to the Owner for their action.



Design services do not include easement negotiation, subsurface utility engineering, coordination of special assessments, wetland delineation and permitting, or documentation to comply with loan or grant requirements.

Engineering Fee

Our engineering fee for the above-outlined scope of services shall be based on the following amounts:

Items A and B:	\$7,700
Item C:	\$7,200
Item D:	\$1,600 per parcel (4 max)
Item E:	\$7,200
Item F and G:	\$48,100
<u>Item H:</u>	<u>\$1,800 (Estimated T&M cost)</u>

OVERALL COST \$78,400

Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Sean E. O'Dell, P.E.
Vice President

Attachment

VILLAGE OF TINLEY PARK, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

May 29, 2019

Project 19-R0055

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

Attn: Mrs. Paula Wallrich, AICP- Director of Community Development

RE: Proposal for Professional Engineering Services
LaGrange Road Sanitary Sewer and Water Main Extension

Dear Mrs. Wallrich:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the sanitary sewer and watermain extensions to serve parcels in the undeveloped Cook County parcels within the LaGrange Road corridor between 179th Street and old 183rd Street. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The Village of Tinley Park intends to extend the existing 12-inch diameter water main and 15-inch diameter sanitary sewer between 179th Street and old 183rd Street to help serve the undeveloped Cook County parcels in the area between LaGrange Road and 94th Avenue. A couple of options have been explored as detailed in the preliminary investigation memo prepared by REL on July 25, 2018. The water main and sanitary sewer will be located within the limits of the existing roadway right of way (179th Street and Old 96th Avenue/LaGrange Road) OR within utility easements obtained from several privately-owned parcels. Minimal impact to pavement is anticipated at this time as any crossings of 183rd Street will be augured.

2. SCOPE OF SERVICES

A. Project Initiation and Organization Meeting

REL has already conducted a preliminary investigation of the routing options and provided this information to the Village. As a follow up to this meeting, REL will provide the Village with the necessary assistance to determine which option is the most viable based on the Village's contact with the current landowners. REL will provide exhibits and attend up to 3 meetings as necessary with the Village and parcel owners to discuss the project.

B. Site Visit

Once the final routing is chosen, a site visit will be conducted by the project's design engineer. Photographs of the areas in which the proposed sanitary sewer and water mains are to be installed will be taken to document existing conditions. This site visit will supplement the information that REL has already gathered during the preliminary investigation and discussed in our project initiation meeting in addition to supplementing the topographic survey to be acquired by REL. It is our strong opinion gained through experience on similar projects that meticulous data gathering, on-site experience, and face-to-face conversations with Village staff by the design engineer are key components in a successful design process.

C. Topographic Survey

Once the final routing is chosen, REL will set horizontal and vertical control points for design, topographic, and construction surveys. REL will perform field survey work to locate all surface features within the project area in order to prepare a detailed topographic survey for the installation area. Existing utilities that are visible at the surface will be located and documented in the topographic survey for use in design. Any Village storm sewer and sanitary sewer within the project area will have lids opened and inverts measured and documented. All other public utilities within the project area will be located only if marked at the surface by the respective utility or J.U.L.I.E. REL will not perform potholing or Subsurface Utility Engineering as part of this scope of services.

REL will determine approximate ROW information based on tax maps, county deeds and record subdivision plats already in our possession. A detailed Boundary Survey and title searches for each lot along the project corridor is not include in this scope of service.

REL will prepare topographic survey basemaps sufficient for the engineering plan development as discussed below.

D. Preparation of Easement Documentation

Depending on the final routing selected, REL will prepare any necessary easements for the privately-owned parcels including coordination with the Village attorney, title retrieval, easement language preparation, plat preparation and recording as necessary. It is anticipated this would cost \$2,500 per PIN for a maximum of \$10,000.

E. Soil Borings and Sampling

REL will arrange to have our subconsultant drill borings for the project at appropriate intervals along the improvement. The borings will be extended to a depth of 15-30 feet. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals to the termination depth of the borings. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. In addition, soil samples will be tested accordingly at an environmental testing laboratory for soil classification for landfill clarification that may be used during construction.

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, presented in a written report describing the soil and groundwater conditions along the sanitary sewer and water main alignment.

F. Preparation of Engineering Plans and Specifications

Based on the above data gathered, the design will proceed and contract documents will be prepared. The sanitary sewer will be designed in accordance with the requirements of IEPA's Illinois Recommended Standards for Sewage Works, Parts 370.300-370.350 as well as the Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The water main will be designed in accordance with Part 8 – Distribution System Piping and Appurtenances of the Recommended Standards for Water Works, along with Village standards. Coordination with utility companies will be performed during the design.

REL will prepare final engineering plans, construction specifications, bidding/contract documents, and an engineer's probable cost of construction. REL will meet with Village staff to review the 50% complete design documents. REL will again meet with Village staff to review the 90% complete design documents. The Village's comments will then be integrated to produce final design documents released for bidding.

G. Regulatory Agency Coordination & Permitting

Permitting and coordination will be required with the Illinois Environmental Protection Agency (IEPA) and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) in order to obtain a construction permit. In addition, depending on the final routing, coordination with the Cook County Department of Transportation and Highways (CCDOH) and the Illinois Department of Transportation may be required. REL will assist the Village in preparing necessary permit application forms and obtaining a permit from the IEPA and MWRDGC.

H. Project Bidding

Once the project is designed and permitted then the project will be bid. REL will provide the Village with the contract documents for bidding. REL will assist the Village in the receipt and evaluation of proposals and the awarding of the construction contract. REL will assist the Village staff by attending the bid opening, preparing the bid tabulation, evaluating the bid proposals, and providing a recommendation for award of the contract.

3. PAYMENT TERMS

Item A and B: REL proposes a lump sum fee of **\$5,000**

Item C: REL proposes a lump sum fee of **\$22,000**

Item D: REL proposes a lump sum fee of **\$2,500 per parcel for a maximum fee of \$10,000**

Item E: REL proposes an estimated fee of **\$19,000**. *Actual subconsultant costs will be passed on to the Village with no mark up.*

Item F and G: REL proposes a lump sum fee of **\$88,000**

Item H: REL proposes time and materials rates with an estimated fee of **\$5,000** (REL will not proceed with additional work above the \$5,000 estimate without written authorization from the Village)

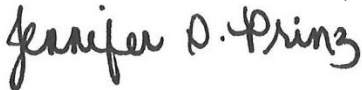
This fee of **\$149,000** is based on our understanding of the project and experience with similar projects.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know if you have any questions or concerns. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (708) 210-5687 or email me at jprinz@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Respectfully yours,
ROBINSON ENGINEERING, LTD.



Jennifer S. Prinz, PE, CFM
Director of Engineering
JSP/
Encl.

Accepted this _____ day of _____, 2019.

By: _____

Signature

Printed Name, Title

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

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

ORDINANCE
NO. 2019-O-035

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE OF
TINLEY PARK ZONING ORDINANCE PERTAINING SHORT-TERM RENTALS**

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

CYNTHIA A. BERG
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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-035**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING SHORT-TERM RENTALS**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) desires to amend (“Amendments”) its Zoning Ordinance to include certain regulations pertaining to the allowable use of residential dwellings as short-term rentals (“Rentals”); and

WHEREAS, the proposed Amendments have been referred to the Plan Commission of the Village and have been processed in accordance with the Village of Tinley Park Ordinance; and

WHEREAS, the Plan Commission held a public hearing on the proposed Amendments on March 7, 2019, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted unanimously in favor to recommend said Amendments to the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Amendments be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Amendments to the Tinley Park Zoning Ordinance; and

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That Section II of the Tinley Park Zoning Ordinance entitled “DEFINITIONS” is hereby amended by adding the following underlined language in alphabetical order as follows:

BED AND BREAKFAST: A Bed and Breakfast facility is a transient lodging establishment, generally in a single-family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation. The term “Bed and Breakfast” does not include short-term rentals.

SHORT-TERM RENTAL: A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than thirty (30) days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.

SECTION 3: That Section V.B of the Tinley Park Zoning Ordinance entitled “SCHEDULES OF REGULATIONS” is hereby amended by adding the following underlined language in alphabetical order as follows:

SCHEDULE I- SCHEDULE OF PERMITTED USE (BY USE TYPE)

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	<u>PP</u>	<u>PP</u>	<u>PP</u>	<u>PP</u>	<u>PP</u>	<u>P^q</u>	<u>P^q</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

SECTION 4: That Section V.B of the Tinley Park Zoning Ordinance entitled “SCHEDULES OF REGULATIONS” is hereby amended by adding the following underlined language footnotes in alphabetical order as follows:

^P short-term rentals are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^Q short-term rentals in a multi-family cannot exceed twenty-five percent (25%) of the total number of units.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of June, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-035, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING SHORT-TERM RENTALS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

March 07, 2019

Petitioner

Village Tinley Park

Municipal Code

Zoning Code

Approvals Sought

Text Amendment

Project Planner

Kimberly Clarke
Planning Manager

Text Amendment-Short Term Rental (STR) Zoning Code



EXECUTIVE SUMMARY

At the January 8, 2019 Community Development Committee meeting, staff presented research on how municipalities can regulate short-term rentals (STR). Specifically, staff discussed options of licensing, taxation and zoning requirements. A draft licensing ordinance was presented and was viewed favorably for recommendation to the Village Board. The second step to regulating STRs is to amend the Zoning Code to define short-term rental and identify which zoning districts they may be permitted in.

Staff is proposing a text amendment to the Tinley Park Zoning Ordinance. Section II.B (Definitions) and Section V.B. (Schedule of Regulations) for short-term rental uses. The purpose of this amendment is to add definitions and to modify the schedule of use regulations to permit short-term rentals in residential zoning districts and prohibit them in non-residential zoning districts.

Changes to the February 7, 2019 Workshop Staff Report are in Red.

Background

According to a recent presentation by a company (shareable.net) which has followed Airbnb since inception, the home share economy has evolved from a small cottage industry of "staying at a person's place for a night" to 50-70% of listings

are now whole unit rentals. "The home share market is now a \$32 billion dollar industry with about 1/3 of Americans having stayed in a short-term rental" (APA Addressing the Growth in Short-Term Rentals). These home share companies now have a significant financial reason to get their way and fight back against any regulations that would hurt their bottom line.

Airbnb was founded in 2008. Its website describes itself as a "trusted community marketplace for people to list, discover, and book unique accommodations around the world-online or from a mobile phone or tablet...Airbnb connects people to unique travel experiences, at any price point, in the more than 34,000 cities and 191 countries. And with world-class customer service and a growing community of users, Airbnb is the easiest way for people to monetize their extra space and showcase it to an audience of millions." (<https://www.airbnb.com/about/about-us>).

Airbnb is just one of several STR websites, but it is one of the more well-known sites. Proponents of short-term rental claim they allow ordinary citizens to earn extra money that helps them make mortgage payments or pay bills. Airbnb claims that they bring visitors and money into the community, with Airbnb visitors staying longer and spending more money locally than traditional hotel guests do. Opponents of STR focus on the absentee landlord that leverages the neighborhood for their personal profit while guests disrupt the neighborhood with parties, excessive parking, potential security risks and failure to pay their fair share of taxes.

Home sharing has the potential to change the character of established residential areas, therefore, many communities are taking a closer look at how best to accommodate the demand for new types of lodging without undermining goals related to housing, land use, or transportation. There are three basic varieties of STRs: (1) hosted sharing, where the primary occupants of a residence remain on-site with guests; (2) unhosted sharing, where the primary occupants of a residence vacate the unit while it is rented to short-term guests; and (3) dedicated vacation rentals, where there are no primary occupants. Home sharing and vacation rental services can provide residents and landlords an easy way to make some extra income and, in some cases, offering residences exclusively as short-term rentals can be far more lucrative than traditional leases. Meanwhile, the properties marketed through home sharing and vacation rental sites often appeal to travelers looking for a more authentic local experience or affordable alternatives to downtown hotels and motels (APA PAS Report No. 56).

Short-Term Rental in Tinley Park

In December of 2018, the Village received a complaint regarding a disturbance at a home that was being rented out for the weekend. After speaking with a few of the residents in this neighborhood, it was discovered this was not the first time this property has created a nuisance due to the behavior and actions of the individuals renting the home for the weekend. Staff has identified seven STR units advertised for STR use in Tinley Park. Table 1 includes the results of staff's research. It should be noted that the number of STRs may vary by season based on activities that are happening in the area.

Table 1: Short-Term Rentals in Tinley Park, December 2018

No.	Rooms/House	Reviews	Cost	Gust No.	Zoning District	Owner Occupied
1	7 rooms	46	\$60/night	2	R-3	yes
2	1 room with 3 beds in a basement	18-22	\$65/night	4-6	R-3	yes
3	2 rooms	33	\$75/night	4	R-6	not sure
4	1 room	16	\$49/night	3	R-2	not sure
5*	rooms or house	34	\$399/night	8	R-2	no
6	1 room	62	\$70/night	2	R-1	yes
7	House	0	\$750/night	10	R-2	no

*Two documented complaints from neighbors have been received by the Village regarding traffic and noise from guests renting the home. See exhibit A for photos.

Definition of Short Term Rental

Currently the only permitted use in the Zoning Ordinance similar to Short Term Rentals is "Bed and Breakfast which is only permitted in the B-3 Zoning District.

BED AND BREAKFAST: A Bed and Breakfast facility is a transient lodging establishment, generally in a single-family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for

the general public and may provide meals for compensation.

In order to differentiate STR from a Bed and Breakfast, Staff recommends the following definitions **be amended and** added to Section II.B (Definitions):

(Amended) BED AND BREAKFAST: *A Bed and Breakfast facility is a transient lodging establishment, generally in a single-family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation. The term "bed-and-breakfast" does not include short-term rental properties.*

(New) SHORT-TERM RENTAL: *A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than 30 days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.*

The Community Development Committee's direction to staff was to limit STR to owner-occupied dwelling units. Therefore, to be considered a STR, a dwelling unit or portion of a dwelling unit, must be occupied by the owner as their primary residence. For example, a single-family homeowner who rents out a spare bedroom or other facilities within his/her own house meets the definition however the short term rental of an apartment by someone who does not live in it full-time will not fit the definition. The 30-day limit is intended to exclude relatively long-term rent contracts. For example, if someone rents out a second home to a businessman who will be working in the area for a year, that would not be considered a STR.

Permitted Use Chart

Staff has researched regulatory best practices for STRs and provide the following recommendations for regulating STR property:

- Only allow permanent residents to operate STRs and disallow rentals in subsidized housing
- Set neighborhood quotas
- Ban signs
- Require adequate parking and garbage disposal
- Require hosts to post noise regulations
- Require a local contact person
- Require physical safety and habitability inspections

Many of the recommendations listed above can be regulated through a licensing program. The zoning Ordinance can regulate location and minimum distances between STRs.

If the Village's desire is to permit STRs, Staff suggests allowing it in all residential zoning districts as an accessory use to a dwelling unit. The STR use would be accessory to the principal use, similar to a home occupation or home daycare operation. One approach to ensuring that STRs do not become a dominant use in any one neighborhood is to regulate the distance between STRs or in the case of multi-family units, establish a maximum percentage of units in a building that can be used as STRs. In multi-family buildings typically there is are associations that may regulate STRs and therefore it may not be as much of a concern compared to a single-family subdivision. Limiting the number of STRs in proximity to another will reduce concern for an entire neighborhood's character changing.

The consensus of the Plan Commissioners agreed with establishing regulations in the Zoning Code to address short-term rentals. No one opposed permitting short-term rentals as an accessory use in all residential zoning districts. There was a comment made by a Commissioner suggesting if the use could be restricted to certain areas in town. The only way to do that would be if the Village established an overlay district or prohibited it from specific residential zoning district. If that were the direction, staff will need further investigation for which specific residential zoning districts it would be permitted in.

Staff was requested by the Commissioners to provide the approach other communities in the region have taken to regulating (or not regulating) STRs. Such research had already been conducted for the Community Development Committee, and the summary provided to the Committee has been attached to this staff report and updated. As stated by staff, there is no

clear regulatory response STR. Staff has found professional research on best practices, which has guided staff in their recommendation to regulate STR.

Staff suggested establishing some quota or distance requirements from STRs to reduce the concern that an entire block could have STRs. Establishing a distance requirement is a common practice utilized in Zoning Codes by municipalities to eliminate concentrations of certain uses that may affect the overall character of a neighborhood. Staff calculated the average lot width of the R-1 thru R-5 residential zoning districts to be 80 linear feet for detached homes. Using that as a measure, if a distance of 500 feet were required that would allow for one (1) STR per every 6th home on a block. It should be noted, the 500-foot distance measurement will include any R.O.W. For single-family attached this would be approximately one townhome unit for every 6th townhome unit. Staff’s opinion is this is a reasonable distance to ensure that a neighborhood’s character remains intact and the distance of 500 feet be the threshold for both single-family attached and detached homes.

Staff was not able to identify any community that place a limitation the percentage of short-term rentals permitted in a multi-family complex. However, based on recommended best practices, a percentage should be required for multi-family. The intent is to ensure that an entire building, or the majority of the units in an apartment complex, cannot be converted to short-term rentals. Staff is recommending limiting multi-family buildings to 25%. It will be difficult to enforce STRs in multi-family because it is less obvious than in traditional single-family neighborhoods. Nonetheless, it is better to have something in the code limiting the number than not having any language at all.

OPEN ITEM:

SCHEDULE I- SCHEDULE OF PERMITTED USE (BY USE TYPE)

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	OR I	M-1	MU-1
Other Uses															
Short-Term Rental, accessory to a dwelling unit (p)(q)	Pp	Pp	Pp	Pp	Pp	Pq	Pq	X	X	X	X	X	X	X	X

Schedule of Uses Endnotes

- n Hotel, motel, or motor inn is to be on a lot no less than five (5) acres in area.
- o Meeting halls are permitted as a Special Use only when located above or below the ground floor or when located fifty (50) feet or more back from the front of the building.
- p Short-term rentals are only permitted when separated 500 feet from all property lot lines from another short-term rental’s property lines.
- q Short-term rentals in a multi-family building cannot exceed 25% of the total number of units.

SUMMARY OF OPEN ITEMS

Staff identified the following open items for discussion at the workshop:

1. Discuss staff’s recommendation to require a minimum of 500-foot separation for STRS from one another. In regards to multi-family units, discuss requiring only 25% of the total number of units be allowed.

RECOMMENDATION

In summary, the proposed Text Amendment would make the following changes:

1. **(Amended) BED AND BREAKFAST:** A Bed and Breakfast facility is a transient lodging establishment, generally in a single-family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation. *The term "bed-and-breakfast" does not*

include short-term rental properties.

2. **(ADD) SHORT-TERM RENTAL:** *A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than 30 days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.*
3. Add in Section V.B. Schedule I, short-term rental as an accessory use to a primary residential use.
4. In Section V.B. Schedule I add a footnote "p" after "Short-Term Rental" and allow this use in R-1 thru R-5 and footnote "q" in R-6 thru R-7 with the following notes and conditions:
 - P Short-term rentals are only permitted when separated 500 feet on all property lot lines from another short-term rental's property line.
 - Q Short-term rentals in a multi-family cannot exceed 25% of the total number of units.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motion would read:

"...make a motion to recommend that the Village Board approve Text Amendments to Section II (Definitions) and Section V.B. Schedule I (Schedule of Permitted Uses) of the Village of Tinley Park Zoning Ordinance as indicated in Staff's most recent staff report dated 03/07/2019. The proposed Text Amendments would amend the definition for "short-term rental" in Section II (Definitions) and amend portions of Section V.B. Schedule I to allow "short-term rental" as an accessory use to Residential dwelling units in the residentially zoned districts subject to certain conditions listed in a new footnote "p" and "q". The proposed Text Amendment would further clarify Section V.B. Schedule I by limiting the distance of short-term rentals in single-family detached homes and creating a percentage of the number of short-term rentals permitted in a multi-family building.

Summary of Short-Term Rental Regulations

Lincolnwood	Short-term rental properties. No property may be used more than once per calendar year as a short-term rental property. (Adopted 2016)
Lockport	Does not regulate Short Term Rental
New Lenox	Does not regulate Short Term Rental
Frankfort	Does not regulate Short Term Rental
Mokena	Does not regulate Short Term Rental
Oak Park	Yes, agreement with Airbnb; 4% tax of the gross receipts
Schaumburg	Yes 8% tax of the gross rental receipts
Naperville	Yes 5.50% tax
Rockford	Yes 5% tax
Joliet	NO
Evanston	Yes, "Vacation Rental Ordinance"
Oak Lawn	Yes, license required
Chicago	Yes, license and annual fee. Limits number of units to be rented on short-term basis in multi-family buildings. <i>Currently under court review</i>
Morton Grove	No-looking into the process
Arlington Heights	No-no need
Des Plaines	No- legal department is reviewing potential regulations
Glenview	No-enforcement is complaint driven
Mt. Prospect	No, currently working on ordinance to prohibit
Rosemont	No, looking into the process
Skokie	No, looking into amending the zoning ordinance

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE MARCH 7, 2019 REGULAR MEETING

Item #1 PUBLIC HEARING: SHORT TERM RENTAL – TEXT AMENDMENT

Consider a proposed text amendment to the Tinley Park Zoning Ordinance. Section II.B (Definitions) and Section V.B. (Schedule of Regulations) for short-term rental uses. The purpose of this amendment is to add definitions and to modify the schedule of use regulations to permit short-term rentals in residential zoning districts as an accessory use and prohibit them in non-residential zoning districts. The Petitioner is the Village of Tinley Park.

Present were the following:

Plan Commissioners: Ken Shaw, Chairman
 Tim Stanton
 Angela Gatto
 Lucas Engel
 Garrett Gray
 Eduardo Mani
 Chuck Augustyniak
 MaryAnn Aitchison
 Stephen Vick

Absent Plan Commissioner(s): None

Village Officials and Staff: Kimberly Clarke, Planning Manager
 Dan Ritter, Senior Planner
 Barbara Bennett, Commission Secretary

Guests: None

A Motion was made by COMMISSIONER AUGUSTYNIAK, seconded by COMMISSIONER MANI, to open the Public Hearing for Short Term Rental - Text Amendments. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN SHAW requested anyone present in the audience, who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Kimberly Clarke, Planning Manager gave a presentation as noted in the Staff Report. Staff is proposing a Text Amendment to the Tinley Park Zoning Ordinance, Section 11.B (Definitions) and Section V.B. (Schedule of Regulations) for short-term rental uses. The purpose of this amendment is to add definitions and to modify the schedule of use regulations to permit short-term rentals in residential zoning districts and prohibit them in non-residential zoning districts.

After the February 7, 2019 Workshop staff did more research and has come back with more definitive regulations. Some communities, like ours, are not seeing a lot of short term rentals, but it is important to start looking at the codes and establish some regulations which can be adjusted as needed.

Currently, the only permitted use in the Zoning Ordinance similar to Short Term Rentals is "Bed and Breakfast" which is only permitted in the B-3 Zoning District. Staff has differentiated Short Term Rental from a Bed and Breakfast The current definition is below.

BED AND BREAKFAST: *A Bed and Breakfast facility is a transient lodging establishment, generally in a single Family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation.*

In order to differentiate STR from a Bed and Breakfast, Staff recommends the following definitions be amended and added to Section II.B (Definitions):

(Amended) BED AND BREAKFAST: *A Bed and Breakfast facility is a transient lodging establishment, generally in a single-family dwelling or detached guesthouses, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation. The term "bed-and-breakfast" does not include short-term rental properties.*

(New) SHORT-TERM RENTAL: *A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than 30 days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.*

At the Workshop, there was a consensus from the Plan Commission that a distance requirement should be established. Staff calculated the average lot width of the R-1 thru R-5 zoning districts. The average came out to approximately 80 linear feet for detached homes. Using that as a measure, if a distance of 500 feet were required that would allow for one (1) short-term rental per every 6th home on a block. This distance measurement would also include any right-of-way. For Single-Family attached this would be one townhome unit at every 6th townhome unit.

Staff was not able to identify any community that placed a limitation on the percentage of short-term rentals permitted in a multi-family complex. Based on the recommended best practices, a percentage should be required for multi-family. Staff is recommending limiting multi-family buildings to 25% that could be short-term rental. Multi-family generally have their own regulations. There should be something in the code in case there is a complaint. The intent is to assure that an apartment complex does not become all short-term rental. There will be changes to the schedule of permitted uses and will include short-term rental as an accessory use to a dwelling unit. This will be permitted throughout all the residential zoning districts with some caveats that limits the separation of 500 feet from all lot lines from any other short-term rentals. The multi-family zoning districts have the 25% of the total number of units requirement. The rest of the items will be regulated through the licensing program. This would give the Village the right to revoke a license for violations. This gives some zoning authority to make sure there is compliance for new licenses.

CHAIRMAN SHAW asked for comments or questions from the Commissioners.

COMMISSIONER SHAW inquired as to what other communities have been doing short-term rentals. He noted it would be good to share ideas with these communities.

COMMISSIONER AUGUSTYNIAK noted he is glad that there is some type of language to protect the community. Ms. Clarke noted the home must be the primary residence and through the licensing, it will be controlled.

COMMISSIONER AITCHISON inquired how the rentals will be monitored. Ms. Clarke noted it will be complaint-driven and staff will notify the short-term rental sites of the licensing and code changes.

COMMISSIONER GRAY inquired what will qualify for the primary residence. He also noted he feels the 25% requirement may need to be modified on the multi-family. He also noted it is important to have an alternative contact person in case of complaints or emergencies. He also noted that in the future taxing should be considered.

COMMISSIONER GATTO noted she is a fan of short-term rental and uses it all the time when she travels. She also noted in the future she feels taxing is a good idea. She noted that 90% of the association's bylaws will not allow more than 40-60% renter/owner occupied for insurance purposes.

COMMISSIONER MANI noted the approval by the Condo/Townhouse Associations would be necessary for any rental situation.

CHAIRMAN SHAW noted he agrees with the distance requirement. He inquired about clarification on the two definitions of short-term Rental and Bed and Breakfast. Ms. Clarke explained the Bed and Breakfast is the primary operation and can only be permitted in the B-3. The short-term rental is an accessory use to the primary dwelling unit and is rented for less than 30 days at a time and there will be no food service. Licensing will verify the primary residency requirement. She also noted this will be a test run and the license will be renewed yearly on a first come first serve basis

CHAIRMAN SHAW noted in the future Crime Free Housing ordinance should be amended to include this.

CHAIRMAN SHAW asked for public comment. There was none.

A Motion was made by COMMISSIONER AUGUSTYNIAK, seconded by COMMISSIONER GRAY, to close the Public Hearing for Short Term Rental- Text Amendments. The Motion was approved by voice call. CHAIRMAN SHAW declared the Motion approved.

CHAIRMAN SHAW asked for a Motion.

A Motion was made by COMMISSIONER GRAY, seconded by COMMISSIONER AUGUSTYNIAK to recommend that the Village Board approve Text Amendments to Section II (Definitions) and Section V.B. Schedule I (Schedule of Permitted Uses) of the Village of Tinley Park Zoning Ordinance as indicated in Staff's most recent staff report dated 03/07/2019. The proposed Text Amendments would amend the definition for "short-term rental" in Section II (Definitions) and amend portions of Section V.B. Schedule I to allow "short-term rental" as an accessory use to Residential dwelling units in the residentially zoned districts subject to certain conditions listed in a new footnote "p" and "q". The proposed Text Amendment would further clarify Section V.B. Schedule I by limiting the distance of short-term rentals in single-family detached homes and creating a percentage of the number of short-term rentals permitted in a multi-family building.

AYES: STANTON, ENGEL, MANI, GATTO, GRAY, AITCHISON, AUGUSTYNIAK, VICK AND CHAIRMAN SHAW

NAYS: NONE

CHAIRMAN SHAW declared the Motion unanimously approved.

The will be presented to the Village Board on March 19, 2019



Memo

Date: June 11, 2019
To: Dave Niemeyer, Village Manager
Pat Carr, Assistant Village Manager
From: Kimberly Clarke, AICP Community Development Director
Subject: Short-Term Rentals (STR)

Presented for June 11th, 2019 Public Safety Committee for discussion and action.

Description:

The Village is considering adopting ordinances that would permit STRs in the Zoning Code as an accessory use to a dwelling unit. The Municipal Code will be amended to require all STRs to be licensed annually with the Village. Staff would like to discuss with the Committee the safety concerns with STRS and what requirements can be put in place to mitigate those concerns.

Background:

At the December 11, 2018 Community Development Committee meeting, staff presented research on how municipalities can regulate short-term rentals. Staff discussed options of licensing, taxation, and zoning requirements, as well as operational or procedural standards to protect safety and mitigate potential nuisances. Staff was directed to bring forth a licensing ordinance to regulate short-term rentals. A second component to regulating this use will be an amendment to the Village's Zoning Code.

At the January 08, 2019 Community Development Committee meeting, staff presented a draft licensing ordinance to regulate short-term rentals which was received with general support from the Village Board. The next step is to amend the Zoning Code to regulate the use in residential zoning districts. The Plan Commission held a public hearing on March 07, 2019 and recommended a draft ordinance to define and regulate short-term rentals in residential zoning districts.

Discussion:

Renting one's primary residency out for any period of time for propriety purposes can be considered a home occupation as defined in the Village's Zoning Code.

HOME OCCUPATION: *A Home Occupation is a business, profession, occupation, or trade conducted for gain entirely within and is an accessory use to the primary residence of those performing the Home Occupation.*

Opponents of STR focus on the absentee landlord that leverages the neighborhood for their personal profit while guests disrupt the neighborhood with parties, excessive parking, potential security risks and failure to pay their fair share of taxes.

Home sharing has the potential to change the character of established residential areas, therefore, many communities are taking a closer look at how best to accommodate the demand for new types of lodging without undermining goals related to housing, land use, or transportation.

Anytime the public is invited to a place of business, there are minimum life safety concerns that need to be considered. The Village wants to ensure those people renting out homes on a short term basis are occupying a building that meets life safety requirements in addition does not create a nuisance in the immediate neighborhood. For these reason, it is important the Village establishes a licensing program for STRs.

The License Program:

The attached draft licensing ordinance would amend the Municipal Code's Title XI Business Regulations with the addition of a new chapter regarding short-term rental unit licensing. Here are a few highlights regarding the proposed ordinance:

- There is a requirement that the short-term rental properties be limited to owner-occupied units. This will eliminate the concern of commercial investors from dominating the short-term rental market and provide a sense of accountability between neighbors within the neighborhood.
- No sleeping room shall serve more than two adults per night.
- No sleeping shall not take place in any portion of any attached or detached garage or accessory structure.
- There are listed standards and procedures for license approval that must be met.
- This will be an annual license with a fee of \$50.
- There is a requirement for an on-site safety inspection by staff prior to issuance of a license.
- A short-term rental cannot be licensed and operated if the applicant has outstanding Village debt or violations.
- The ordinance includes revocation language for violations.

With respect to inspecting the property. The Fire Department at a minimum wants to ensure the following items are addressed by the property owner.

- Properly sized fire extinguishers in a visible and accessible location.
- A sign must be posted inside the unit that lets occupants know the location of fire extinguishers, fire exits, and pull fire alarms.
- Smoke detectors with sealed batteries in every sleeping area and on all levels (note this will be State law in a few years per Dan Riordan)
- Carbon Monoxide detectors per code
- No rentals below grade without direct access to outside
- Address block is visible from the street
- Two distinct means of egress

Request:

Direct staff to bring forward to the Village Board the attached draft licensing ordinance to regulate short term rentals in the Village.

Attachments:

- An Ordinance of the Village Board of Tinley Park Amending Title XI of the Municipal Code of Tinley Park Regarding Registration of Short-Term Rental Units



Examples of Public Safety Issues with STRs in Tinley Park





1. Congestion in the Street



2. Noise & Nuisance Complaints



3. Inability to provide adequate parking



May 26, 2019

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

ORDINANCE
NO. _____

**AN ORDINANCE AMENDING TITLE XI OF THE TINLEY PARK
MUNICIPAL CODE ENTITLED "BUSINESS REGULATIONS" AND
ADDING CHAPTER 129J: SHORT-TERM/VACATION RENTAL**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. _____**AN ORDINANCE AMENDING TITLE XI OF THE TINLEY PARK
MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” AND
ADDING CHAPTER 129J: SHORT-TERM/VACATION RENTAL**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) desires to ensure the health, safety, and welfare of the Village and its residents; and

WHEREAS, in furtherance of such policies, the Village desires to license and regulation the operation of short-term/vocational rentals within the Village; and

WHEREAS, the Village desires to amend its Title XI of the Village Code to include Chapter 129J entitled “SHORT-TERM/VACATION RENTAL,” which would create a licensing framework for the leasing, renting, and letting of short-term dwelling units; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to adopt Chapter 129J of Title XI of the Village Code pursuant to this Ordinance; and

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

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

SECTION 2: That Title XI Chapter 129J entitled “SHORT-TERM/VACATION RENTAL,” is hereby created and shall be added in numerical order as follows:

CHAPTER 129J: SHORT-TERM/VACATION RENTAL

- 129J.01** **DEFINITIONS**
129J.02 **LICENSES REQUIRED: LICENSE TERM: EXEMPTIONS.**
129J.03 **APPLICATION; NOTICE; STANDARDS AND PROCEDURES;**
RENEWAL; FEES.
129J.04 **REQUIREMENTS AND STANDARDS.**
129J.05 **PENALTY**
129J.06 **REVOCATION; SUSPENSION; PROCEDURES.**
129J.07 **OCCUPANCY OF DWELLING UNITS.**

§129J.01 **DEFINITIONS.**

A. SHORT-TERM/VACATION RENTAL:

- i. A single room, dwelling unit, an allocated space, or a portion thereof within the primary structure in a residential zoning district offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family. The term "short-term/vacation rental" shall not include hotels, motels, or lodging establishments licensed pursuant to Chapter 129A.

B. FAMILY:

- i. Type (A) Family: One (1) or more persons related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit.
- ii. Type (B) Family: Two (2) unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.
- iii. Type (C) Family: A group of not more than three (3) unrelated persons living together as a single housekeeping unit in a dwelling unit.
- iv. Type (D) Family: A group of two (2) or more persons containing within it one (1) or more families, as defined in Subsections (1) and (2) of this definition, including a husband and wife married to one another and their children, as well as adults, living together in a dwelling unit as a single housekeeping unit and management, in premises in which the adult occupants are affiliated with a bona fide not-for-profit-corporation organized for religious or charitable purposes chartered by the state of Illinois.

- C. Primary Residence:** To be considered a primary residence, an owner needs to live in the property for at least nine (9) months out of a twelve (12) month period.

"Family" shall not be construed to mean a club, a lodge fraternity/sorority house.

§129J.02 **LICENSES REQUIRED: LICENSE TERM: EXEMPTIONS.**

- A.** It shall be unlawful to operate a short-term/vacation rental, offer for rent, or advertise for rent a short-term/vacation rental within the Village of Tinley Park without a current, valid license issued pursuant to the terms of the Chapter.
- B.** Each license issued shall be valid for one (1) year, and subject to renewal.

§129J.03 APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

- A. Applications. A property owner who seeks a short-term/vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to this Chapter.
- B. The applicant must sign an affidavit affirming that the applicant will abide by all the rules and regulations governing short-term rental/vacation.
- C. Primary Residence. The short-term/vacation rental shall be the owner's primary residence. An applicant must be able to demonstrate that the applicant resided at the property for nine (9) of the past twelve (12) months, or that the applicant plans to live in the property for nine (9) of the next twelve (12) months.

Evidence of primary residence shall including, but not be limited to an adequate showing of the following:

- Utility bill
 - Voter registration
 - Motor vehicle registration
 - Deed
 - Driver's license or state-issued identification
- D. The use must be accessory to a residential unit.
 - E. Standards and Procedures for License Approval. The Community Development Department will review all applications for short-term/vacation rentals upon each application with respect to the standards set forth below. The Village Manager after receiving said report, may refer the application back to the Community Development Department for additional review, or, may approve, approve with conditions, or disapprove an application for a short-term/vacation rental license, upon findings of fact with respect to each of the standards set forth below:
 - i. The proposed short-term/vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other short-term/vacation rental in the immediate neighborhood.
 - ii. The short-term/vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.
 - iii. The proposed short-term/vacation rental will comply with all the rules and regulations contained herein.
 - iv. The proposed short-term/vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.
 - v. The proposed short-term/vacation rental shall comply with the following criteria:
 - 1. No rental or advertisement for rental for a period of time shorter than twenty-four (24) hours.
 - 2. No rental may provide for food or beverage to any guests with the exception of pre-packaged food and drink.
 - 3. No more than one (1) rental at a specific location during the one-year period commencing on the date a license is issued.

- F. Renewal. If a short-term/vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the Village Clerk or his/her designee, provided the previously issued license was not revoked or suspended, and the short-term/vacation rental did not receive citation(s) from any Village Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 3 and 4 of this Ordinance.
- G. License Fee. The annual fee for a license issued pursuant to this Ordinance shall be fifty (\$50.00) dollars.

Regardless of its findings on any or all of the foregoing standards, the Village Manager may deny a short-term/vacation rental license upon a finding that such denial is in the public interest.

§129J.04 REQUIREMENTS AND STANDARDS.

- A. No short-term/vacation rental owner shall:
 - i. Rent or lease any short-term/vacation rental for any period of time shorter than twenty-four (24) hours.
 - ii. Rent or lease any short-term/vacation rental more than once within any consecutive twenty-four (24) hour period measured from the commencement of one rental to the commencement of the next;
 - iii. Advertise an hourly rate or any other rate for a short-term/vacation rental based on a rental period of fewer than twenty-four (24) hours;
 - iv. Serve or otherwise provide any food or beverage to any guest; and/or
 - v. Cause or permit, by action or failure to act, the short-term/vacation rental or its use to suffer from and/or create any nuisance or violation of the following provisions of the Village Code as described in Title XIII of this Code.
- B. Every short-term/vacation rental shall be subject to inspection by staff members of the Village's Fire and Building Departments.
- C. Every short-term/vacation rental owner shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The owner shall make said register freely accessible to the Village Manager and Police Department.
- D. Every short-term/vacation rental owner shall post, in a conspicuous place within the short-term/vacation rental, the name and telephone number of the owner's authorized agent.
- E. No sleeping room shall serve more than two adults per night.
- F. Access to and from each bedroom shall be accomplished without passing through any other bedroom. Bedroom doors shall have locks to insure privacy.
- G. Each property used for short-term/vacation rental must have at least one accessible bedroom available for rent that complies with Section 400.320(g)(5) and (9) of the Illinois Accessibility Code, irrespective of whether the Illinois Accessibility Code would otherwise apply to the short-term/vacation rental.
- H. Any kitchen rental shall be cleaned and sanitized between quests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

- I. The owner of every short-term/vacation rental shall change supplied bed linens and towels therein at least once each week and prior to the renting of any room to any guest. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- J. The owner must maintain at all times when renting out the property as a short-term/short-term/vacation rental a general liability insurance policy in the amount of \$1,000,000.00 per occurrence and a minimum of \$2,000,000.00 per aggregate. The owner must provide the village with proof of such policy upon request.

The conditions and restrictions contained in this section, applicable to short-term/vacation rentals shall be interpreted as minimum standards, and shall be in addition to any other applicable Village ordinances and requirements that apply to short-term/vacation rental or the properties on which they are located.

§129J.01 PENALTY.

- A. Any owner, tenant or other person who shall be found to have violated any of the provisions of this Ordinance shall be guilty of an offense punishable as follows:
 - i. The fine for a first violation is town hundred dollars (\$200.00).
 - ii. The fine for a second violation is five hundred dollars (\$500.00).
 - iii. The fine for a third or subsequent violation is seven hundred fifty dollars (\$750.00).
- B. Each day a provision of this Ordinance is found to have been violated constitutes a separate violation subject to the fine schedule set forth herein.
- C. Any fines shall be debts due and owing to the Village that the Village may collect by means allowed by law, including, but not limited to, filing a lien against the short-term/vacation rental or the premises containing the short-term/vacation rental.
- D. The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a license found to have violated any provision of this Ordinance may be subject to license revocation, suspension, or non-renewal.

§129J.01 REVOCAION; SUSPENSION; PROCEDURES.

- A. The Village Manager may revoke or suspend a license issued pursuant to the terms of this Ordinance for any of the following reasons:
 - i. If the owner of the relevant short-term/vacation rental or his/her agent violates any of the terms of this Ordinance.
 - ii. If the owner of the short-term/vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of the Village of Tinley Park Village Code;
 - iii. If the Village Manager deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

- iv. If the village or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located.
- B. Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Ordinance, the Village Manager shall send, via First Class U.S. mail, a notice of revocation hearing to the owner and his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:
 - i. Description of the short-term/vacation rental, sufficient for identification;
 - ii. A statement that the license is subject to revocation;
 - iii. If the Village Manager deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or
 - iv. If the city or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located
- C. If the Village Manager has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the Village or the neighborhood, the Village Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The Village Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the previously mentioned harm to the Village.
- D. The Village Manager in accordance with procedures drafted by the Village Attorney shall conduct hearings.
- E. Within ten (10) business days after the close of the hearing, the Village Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 *et seq.*, as amended. In reaching a decision, the Village Manager may consider any of the following:
 - i. The nature of the violation;
 - ii. The nature and extent of the harm caused by the licensee's action or failure to act;
 - iii. The factual situation and circumstances surrounding the violation;
 - iv. Whether or not the action or failure to act was willful;
 - v. The record of the licensee with respect to violations.
- F. A licensee whose license has been revoked shall not be eligible to reapply for a new license for one year.

§129J.01 OCCUPANCY OF DWELLING UNITS.

- A. No dwelling unit shall be occupied by more than one (1) type (A), type (B), or type (C) family, as defined in "Definitions," of this Ordinance except as hereinafter provided:

Upon written application to the Zoning Administrator, certification or approval shall be issued for occupancy for a dwelling unit by a type (D) family in all districts where dwelling units are allowed provided that the application establishes that the occupancy conforms with the definition of type (D) family. The members of a type (D) family household shall not keep or store more than one (1) motor vehicle for each such dwelling unit or for each off-street parking space lawfully existing in connection with such dwelling unit, whichever is greater. Certification would be revoked at any time the occupancy or off-street parking no longer conforms to the definition of a type (D) family, or if a request for current records is not answered so as to establish that the type of ownership complies with the definition of a type (D) family.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of June, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. ____, “AN ORDINANCE AMENDING TITLE XI OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” AND ADDING CHAPTER 129J: SHORT-TERM/VACATION RENTAL,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Community Development Committee
December 11, 2018 – 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: M. Glotz, Chairman
 B. Younker, Village Trustee
 W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
 P. Carr, Assistant Village Manager
 M. Walsh, Police Chief
 F. Reeder, Fire Chief
 D. Riordan, Deputy Fire Chief
 J. Urbanski, Assistant Public Works Director
 P. Wallrich, Interim Community Development Director
 K. Clarke, Planning Manager
 P. Connelly, Village Attorney
 L. Valley, Executive Assistant to the Manager & Trustees
 L. Godette, Deputy Village Clerk
 L. Carollo, Commission/Committee Secretary

Item #1 - The Community Development Committee meeting was called to order at 6:30 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON SEPTEMBER 11, 2018 – Motion was made by Trustee Younker, seconded by Chairman Glotz, to approve the minutes of the Community Development Committee meeting held on September 11, 2018. Vote by voice call. Chairman Glotz declared the motion carried.

Item #3 – DISCUSS SHORT-TERM VACATION RENTALS – TEXT AMENDMENT – There have been complaints recently of renters causing disruption to the neighborhood, prompting a discussion on short-term rentals in the Village. Neighbors state the property owner does not reside at the address and issues with traffic and noise from the renters' guests have been ongoing over a year. Due to this complaint, staff was requested to provide research to the Village Board how other surrounding communities have regulated short-term rentals. Staff provided recent articles on short-term rentals and examples of ordinances passed by other communities.

Airbnb is one of several short-term rental websites. Airbnb claims they bring visitors and money into the community, with Airbnb visitors staying longer and spending more money locally than hotel guests.

The Village regulates “bed and breakfast,” which is only permitted in the B-3 Zoning District.

Below are regulatory options for the Community Development Committee to consider concerning short-term rentals.

- Licensing - Short-term rentals would be licensed, which would allow the Village to track and collect fees to operate the program and also improve zoning/city code enforcement and reporting.
- Zoning – Rentals in a residential zone essentially allows commercial uses in an area prohibiting that type of use. The zoning ordinance would also need to be amended to specify the use and identify the allowed appropriate districts.
- Fees – Short-term rentals are much less expensive than hotels because they are not subject to the same city fees and taxes as hotels. Some communities are applying the hotel tax to short-term rentals and an agreement made with either the short-term rental provider or the property owner for tax collection.

Staff requested direction from the Village Board on how short-term rentals should be regulated within the Village.

Trustee Brady stated short-term rentals should have similar regulations as extended stay hotels within the community. Chairman Glotz stated necessary regulations should be placed in the meantime for relief.

The Village attorney drafted a letter to the property owner to cease and desist renting the home until further notice as a short-term remedy, and with concurrence from the Community Development Committee, the letter will be sent to the property owner.

Discussion continued regarding the available regulatory options and how the Village could execute said options. P. Connelly, Village Attorney stated his recommendation would be to move forward with a licensing scheme and continue to consider zoning. Chairman Glotz asked Community Development Committee approval for Mr. Connelly to send the cease and desist letter to the property owner, continued research to be provided to the Committee and then short-term rental enforcement would then move forward to the Committee of the Whole for further consideration and approval. The Committee concurred on the above plan of action.

Trustee Brady asked if there have been complaints about renters in the past with any other property in the community, for which K. Clarke, Planning Manager stated there have not been any prior complaints.

Item #4 – DISCUSS CHANGE OF USE/OWNERSHIP POLICY – Per Chairman Glotz’s request to review policy regarding Change of Use/Owner Application protocol, P. Wallrich, Interim Community Development Director presented an overview including background on code references providing the Village with authority for current protocol, information on Village policy for enforcement of regulations, status of current applications and a summary of comparative community code and enforcement policies.

Per the Comprehensive Building Code of the Village of Tinley Park and the Zoning Ordinance, staff created an application and protocol for the review of Change of Use and Change of Owner Applications. The application packet provides all necessary information for leasing and purchasing commercial, industrial or multi-family space/property. The packet addresses the opportunity for possible economic incentives, the \$30 application fee, inspections and basic items the inspection will cover, inspection report, the possible requirement of a building permit and the need for a final inspection prior to issuance a Certificate of Occupancy. Additionally, business license information is included.

Staff follows a protocol in processing the Change of Use/Change of Owner Applications. Upon receipt, applications are reviewed within five (5) business days for zoning compliance and an inspection is scheduled for all building and fire inspections. Within seven (7) business days of the inspection, a letter is sent to the applicant, outlining any code deficiencies and information is provided on code compliance. The applicant is instructed to contact the Building Department within seven (7) days to discuss a schedule

of repair and/or the necessity of permits. Occupancy permits are not issued until there is compliance; however, for non-life safety issues or if the Fire Department issued an extension, a temporary Certificate of Occupancy may be issued.

Unfortunately, while the intent of the ordinance is to require a property owner to comply with code, often this responsibility falls to the buyer or tenant. The Village has informed commercial property owners of their responsibility for compliance in the form of letters, posts on the Village website and meeting with realtors to recommend informing potential buyers of code compliance.

Chairman Glotz asked the Committee if there were any questions. No one came forward. Chairman Glotz asked the purpose of a business having up to 5 years to install/upgrade sprinkler systems. D. Riordan, Deputy Fire Chief stated 5 years has been used as an accommodation to help work and support business owners within the community. Trustee Younker and Trustee Brady stated 5 years is adequate and reasonable enough time regarding installation/upgrade of sprinkler systems. D. Niemeyer, Village Manager suggested meeting with key business owners in the community and staff to discuss items such as fire codes and provide the Village with feedback, as well as an opportunity for the Fire Department to inform business owners of fire code compliance.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC – Peter DeVries stated concerns regarding the Airbnb short-term rental property, regulations and enforcement regarding these types of rentals. Pertaining to the “bed and breakfast” definition regarding short-term rentals, Mike Elmer cited several building and fire codes posted on the Village website and thanked Ms. Clarke and Community Development staff for their hard work. Mr. Elmer also stated he is not in favor in downgrading the fire codes the Village currently has in place. Diane Galante stated she hopes regulating the short-term rentals would not entirely eliminate them. Due to safety issues, Ms. Galante asked the Community Development Committee not to downgrade fire suppression systems. Another resident stated she does not believe 5 years is enough time for businesses to comply with installation/upgrade of sprinkler systems and asked who enforces codes and how they are enforced. Nancy O’Connor stated Expedia owns Airbnb and suggested sending a letter to Expedia concerning the short-term rental complaints and proposed licensing. Regarding fire suppression, Ms. O’Connor suggested calculating a formula based on business components to determine a timeframe for sprinkler system compliance and Mr. Riordan stated currently there are other business components and codes already taken into consideration.

ADJOURNMENT

Motion was made by Chairman Glotz, seconded by Trustee Brady, to adjourn this meeting of the Community Development Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 7:31 p.m.

lc

MINUTES**Community Development Committee****January 8, 2019 – 6:30 p.m.****Village Hall of Tinley Park – Council Chambers****16250 S. Oak Park Avenue****Tinley Park, IL 60477**

Members Present: M. Glotz, Chairman
B. Younker, Village Trustee
W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
F. Reeder, Fire Chief
D. Riordan, Deputy Fire Chief
M. Zonsius, Assistant Village Treasurer
M. Thomas, Information Technology Manager
K. Clarke, Planning Manager
D. Spale, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission Committee Secretary

Item #1 - The Community Development Committee meeting was called to order at 6:43 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMUNITY DEVELOPMENT COMMITTEE MEETING HELD ON DECEMBER 11, 2018

– Motion was made by Chairman Glotz, seconded by Trustee Brady, to approve the minutes of the Community Development Committee meeting held on December 11, 2018. Vote by voice call. Chairman Glotz declared the motion carried.

Item #3 – DISCUSS SHORT-TERM RENTAL ORDINANCE – In the Community Development Committee meeting held on December 11, 2018, staff presented research on how municipalities can regulate short-term rentals. There are currently seven (7) properties advertising short-term rentals with the majority having gone unnoticed with the exception of one. Staff discussed options of licensing, taxation and zoning requirements as well as operational and/or procedural standards to improve public safety and mitigate potential nuisances. Staff was directed to bring forth a licensing ordinance to regulate short-term rentals and to send a “cease and desist” letter to a specific property owner whose property has been the subject of numerous complaints. The second component to regulating this use would be an amendment to the Village Zoning Code.

The Community Development Committee received a draft licensing ordinance, which would amend the Municipal Code’s Title XI Business Regulations with the addition of a new chapter regarding short-term rental unit licensing. The proposed ordinance includes:

- Short-term rentals will need to be clearly defined and distinguished from the current definition for “Bed and Breakfast.”
- Short-term rental property requirement limited to owner occupied units.

- The ordinance does not impose a hotel tax on short-term rentals.
- Requirement of use be accessory to residential use.
- No sleeping room shall serve more than two (2) adults per night. Ongoing discussion with the Fire Department if there needs to be a maximum number of people permitted in a household.
- Standards and procedures for license approval.
- Annual license requirement and fee.
- On-site inspection requirement by staff prior to license issuance.
- A short-term rental cannot be licensed and operated if applicant has outstanding Village debt or violations.
- The ordinance includes revocation language for violations.

The next step to regulating short-term rentals will be a text amendment to the Zoning Ordinance. The Plan Commission will need to review text amendments to include the use of short-term rental in the Zoning Code. The Plan Commission will need to add short-term rental unit to the list of permitted uses in the appropriate zoning district and indicate whether short-term rental units are permitted, a special use, or prohibited.

Staff requested Committee direction related to draft text amendments to the Zoning Code be reviewed at the next available Plan Commission meeting. Staff additionally recommended the license ordinance and text amendment be reviewed at the next available Village Board meeting.

Chairman Glotz asked Ms. Clarke if there has been any communication with the property owner since the "cease and desist" letter was sent from the Village. Ms. Clarke stated there has not been communication with them, but she will follow up. Chairman Glotz asked the Community Development Committee if anyone had any questions. Trustee Brady asked Ms. Clarke if the Village has communicated with the other six (6) short-term rental property owners regarding the proposed ordinance. Ms. Clarke stated she would like communication to be the next step with the short-term rental property owners.

Item #4 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Chairman Glotz, seconded by Trustee Brady, to adjourn this meeting of the Community Development Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 7:00 p.m.

lc



Interoffice

Memo

Date: June 4, 2019

To: Mayor Vandenberg and Village Board
Dave Niemeyer, Village Manager

From: Patrick Hoban, CEcD, EDFP
Economic Development Manager

Subject: Panduit Incentive Request

BACKGROUND

Panduit began preparing their 36-acre site on the east side of town for a residential development as outlined in the Legacy TIF's Redevelopment Plan. Panduit started demolishing the building in June of 2018 and completed demolition in December of 2018. To continue site preparation an environmental study is required which is a TIF eligible expense.

DISCUSSION

Panduit is requesting a TIF incentive of \$200,000 as increment accrues to perform an environmental study at 17301 S. Ridgeland Ave. (PIN: 28-29-300-034-0000). This incentive is for a Phase II study; Phase 1 study identified the need to progress to Phase II.

The Legacy TIF's Redevelopment Plan identifies converting a portion of the land currently occupied by Panduit and the ABC Supply Co. from office/restricted industrial to residential use.

The Legacy TIF's Redevelopment Plan identifies addressing environmental problems that are or may be associated with properties as the 10th key recommendation for the Redevelopment Project Area.

The Legacy TIF's Redevelopment Plan identifies the need to provide for the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law where these are a material impediment to the development or redevelopment of the Redevelopment Project Area as the 8th objective for the Redevelopment Project Area.

The Legacy TIF's Redevelopment Plan allocated \$5,500,000 for property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests herein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land, as provided for by 65 ILCS 5/11-74.4-3(q)(2).

INCENTIVE POLICY CHECKLIST

The following statements are in line with the Village or Tinley Park's incentive policy.



- The project will not create a burden and will effectively utilize the existing Village infrastructure.
- Due to its location in the Legacy TIF, this project meets the Target Development Area Incentive Policy requirement.

STRATEGIC PLAN CHECKLIST

- Long-Term Complex, Tier 2 and Economic Development Strategy 9: Redevelop Panduit TIF site; see improvements at the 45-acre site on the east side of town

BENEFITS

The project will be an enhancement to the Village by inducing development in a targeted development area.

REQUEST

Staff is seeking direction regarding the approval of a TIF incentive of \$200,000 as increment accrues to perform an environmental study at 17301 S. Ridgeland Avenue for Panduit Corp. The Economic and Commercial Commission recommended this item for approval on April 15, 2019. The Community Development Committee recommended this item for approval on May 28, 2019.





Dean E. Parker
dparker@hinshawlaw.com

ATTORNEYS AT LAW
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Suite 2500
Chicago, IL 60606

312-704-3000
312-704-3001 (fax)
www.hinshawlaw.com

March 1, 2019

VIA EMAIL

Patrick Hoban
Economic Development Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60577

**Re: Request for Consideration of TIF Redevelopment Agreement
17301 S. Ridgeland Avenue, Tinley Park**

Dear Mr. Hoban:

Confirming our discussion, Panduit Corp., the current owner of the property, entered into an agreement to sell a portion of the land to DR Horton – Midwest (“DR Horton”). DR Horton has engaged in discussions with the Village concerning a concept plan for a potential redevelopment but has determined it does not wish to proceed without evidence that an acceptable Phase II environmental investigation has been conducted.

As you know, environmental investigation expenses are TIF eligible expenses suitable for reimbursement. Panduit Corp. has determined that it is willing to engage an environmental engineering firm to conduct the Phase II environmental investigation if the Village is willing to enter into a reimbursement agreement that would provide for the following:

- Reimbursement to Panduit Corp. for the cost of the Phase II (estimated approximately \$200,000).
- The reimbursement would be on a “pay as you go” basis, funded solely from tax increment generated by the parcels currently owned by Panduit Corp. - only if and to the extent tax increment is actually generated.
- This would be first priority reimbursement and would be reimbursed first from tax increment generated by these parcels in advance of reimbursement of other TIF eligible expenses.
- Tax increment is expected from implementation of a concept plan agreed to between DR Horton and the Village or another concept plan acceptable to the Village in the event DR Horton elected not to proceed with the project.

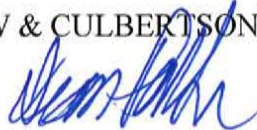
Patrick Hoban
March 1, 2019
Page 2

The arrangement would be subject to a definitive reimbursement agreement materially acceptable to the Village and Panduit. We request that the Village consider and advise as to its willingness to enter into such an agreement as soon as practicable.

Please feel free to contact me should you have any questions.

Very truly yours,

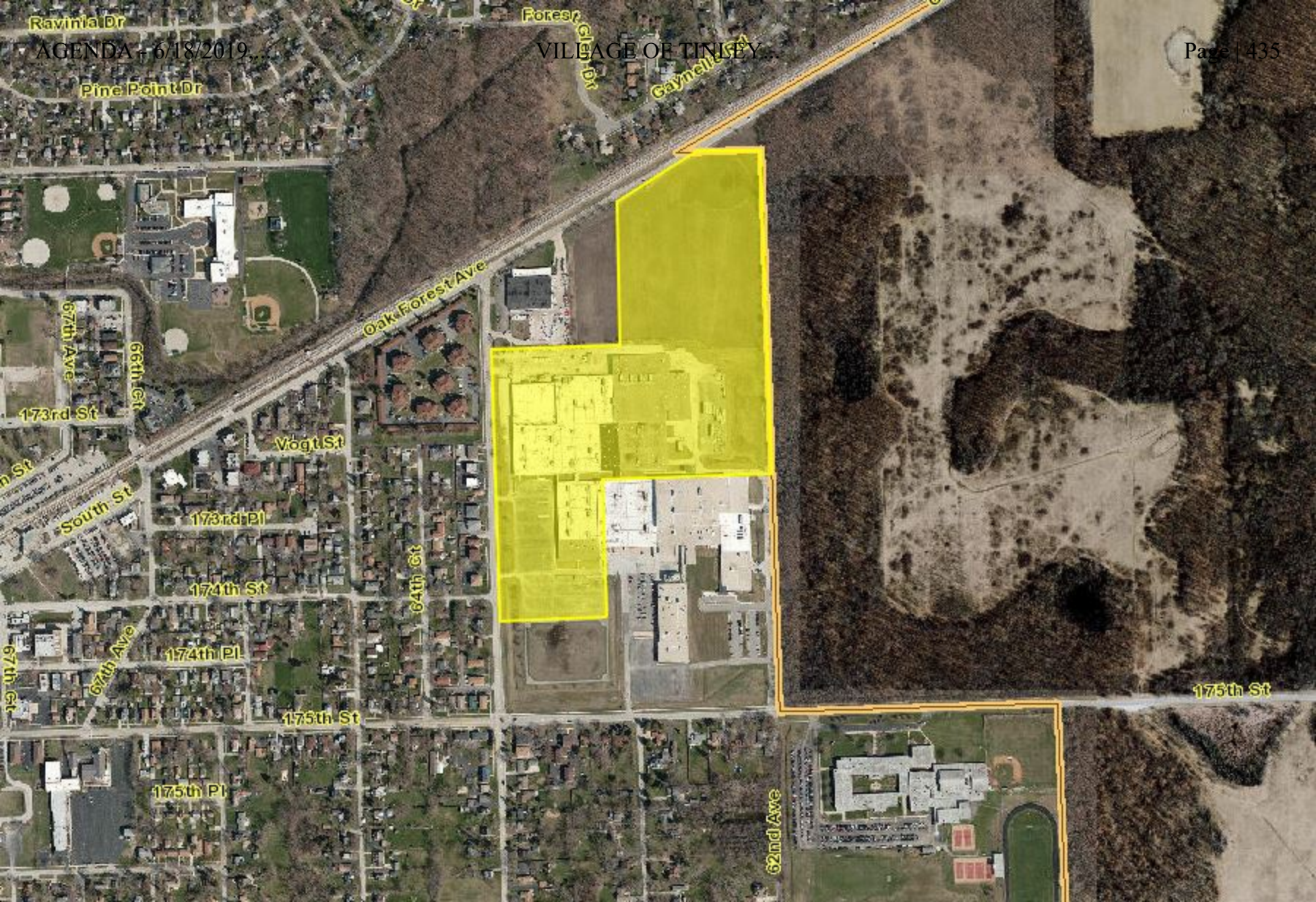
HINSHAW & CULBERTSON LLP



Dean E. Parker

DEP:gar

cc: Kimberly Clarke
Paula Wallrich
Jeffrey Jennings
Christopher Clancy, Esq.



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

RESOLUTION
NO. 2019-R-063

**A RESOLUTION APPROVING A TIF REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND PANDUIT CORP.**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2019-R-063**A RESOLUTION APPROVING A TIF REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PANDUIT CORP.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) and Panduit Corp. (“Panduit”) have negotiated and now desire to enter into a Tax Increment Financing Reimbursement Agreement (“Agreement”) pertaining to the economic development and revitalization of certain areas of the Village located within the Legacy TIF District (“TIF District”), attached hereto as Exhibit 1; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code in conjunction with 65 ILCS 5/11-74.4-1 *et seq.* (“TIF Act”) the Village is authorized to appropriate and expend funds necessary for economic development and revitalization of real property within said TIF District; and

WHEREAS, it is the intent of the Village and Panduit, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 18900 Panduit Drive, Tinley Park, Illinois, PIN: 28-29-300-030-0000 and 28-29-300-031-0000, by reimbursing Panduit for eligible costs defined within the TIF Act (“Eligible Project Costs”); and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with Panduit; and

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

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and Panduit, as set forth in Exhibit 1, be entered into and the Village President is hereby

authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: That the Village will reimburse Panduit, pursuant to the terms in said Agreement for all Eligible Project Costs and prior to reimbursement Panduit shall provide a complete and total accounting of all costs, payments, and invoices to the Village, in accordance with the requirements of the TIF Act.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of June, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of June, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-063, “A RESOLUTION APPROVING A TIF REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PANDUIT CORP.,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**TAX INCREMENT ALLOCATION REIMBURSEMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF TINLEY PARK AND PANDUIT CORP.**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) (including Exhibits) is entered into this ___th day of _____, 2019, by and between the Village of Tinley Park (the “Village”), an Illinois Municipal Corporation, Cook and Will Counties, Illinois and Panduit Corp., a Delaware corporation, its successors and/or assigns (“Panduit”), (hereinafter referred to individually as “Party” and collectively as “Parties”).

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer systems, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or improve such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

WHEREAS, on August 2, 2016, the Village passed Ordinances 2016-O-043, 2016-O-043, and 2016-O-044, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Area (“Redevelopment Project Area”) and adopted Tax Increment Financing as provided under the Act for the Legacy TIF District (the “TIF District”); and

WHEREAS, included in the Redevelopment Project Area is property owned by Panduit located at 18900 Panduit Drive, Tinley Park, Illinois, real estate tax property identification numbers 28-29-300-030-0000 & 28-29-300-030-0000 (the “Property”); and

WHEREAS, the Property is currently under contract for purchase by DR. Horton, Inc. - Midwest, a California corporation (“Horton”; and Horton or any subsequent developer of the Property may sometimes be referred to as, the “Developer”). The Developer has plans for a residential development on the Property (the “Project”).

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's ultimate proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the Village as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Plan; and

WHEREAS, Panduit has requested that incentives to investigate and prepare the Property for development and allow the transfer of the Property be provided by the Village from incremental increases in real estate taxes of the Village generated from this Project; and

WHEREAS, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary environmental testing and studies (all such testing and studies being collectively referred to herein as the "Environmental Studies") to be paid by Panduit in furtherance of the sale of the Property to the Developer and ultimate Project are "Eligible Project Costs" under the Act, are consistent with the Redevelopment Plan of the Village and but for the incentives and the Environmental Studies, Panduit and the Developer will be unable to move forward with the potential purchase of the Property and the development of the Project; and

WHEREAS, the Parties have agreed that the Village shall reimburse Panduit the annual "net" incremental increase in real estate tax revenues derived from the Property for reimbursement of Panduit's Estimated TIF Eligible Project Costs as set forth in Exhibit "2" attached hereto. Such reimbursement shall commence with tax year 2019 payable 2020 real estate tax increment generated by the Project, and shall continue only for the remaining life of the TIF District, or upon Panduit's receipt of the maximum reimbursement amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) as set forth in Exhibit "1" attached hereto, whichever occurs first. These funds are to be allocated, and when collected shall be paid, to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Legacy TIF District, designated as the Panduit Environmental Studies Special Account (the "Special Account"). "Net" real estate tax increment is defined as real estate tax increment derived from the Property as previously described after a proportionate payment of administrative fees and costs, but prior in right to any subsequently granted rights of reimbursement from such incremental revenues (sometimes referred to herein as the "Increment").

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. So long as Panduit shall be titleholder to the Property, Panduit shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure a material violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the Village shall be cause for the Village to declare the Panduit in Default (defined herein), at which time, all payments due hereunder shall be suspended until such time as the Default is cured, unless where such failure is not reasonably susceptible to cure within such 30-day period or such violation is being diligently contested in good faith, in which case payments hereunder shall not be suspended and Panduit shall have such additional time to cure as is reasonably necessary, provided that Panduit has commenced such contest or cure, as the case may be, within such 30-day period and continues to diligently prosecute the same to completion.
4. Each Party represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
5. Any and all data, reports, summaries, or other documentation detailing the results of any Environmental Studies for which Panduit seeks reimbursement shall be held strictly confidential and the exclusive property of Panduit, its consultants and/or counsel and any third parties to which Panduit shall elect to make such disclosure, and shall not be made available to or delivered to the Village unless or until (i) the Village has a contractual right to acquire the Property, after termination of any rights of Developer to acquire the Property, and then only as permitted under such acquisition contract, or (ii) at such time as a request for additional incentives is made by Panduit or Developer to reimburse either such party for remediation of environmental issues disclosed in the Environmental Studies, and then only upon the terms of any subsequent development or reimbursement agreement pertaining to such incentives. The Village shall refuse any request for disclosure of the Environmental Studies which would violate the terms of this Agreement, subject to the right to seek reimbursement for the reasonable fees and costs associated with such refusal from Horton pursuant to separate written agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the “Legacy TIF District” which includes the Developer’s Property. The Village has approved certain Redevelopment Project Costs, including the types described in Exhibit “1”.

C. INCENTIVES

In consideration for Panduit expending funds to investigate the environmental condition of the Property as an ordinary and necessary part of diligence conducted prior to development, the Village agrees to extend to Panduit the following incentives to assist development of the Property:

1. The Village shall reimburse Panduit the annual “net” incremental increase in real estate tax generated over the base year by the Property for the reimbursement of the Panduit’s Eligible Project Costs (Exhibit “1”). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2019 and paid in 2020, and continue for the remaining life of the TIF District or until all TIF eligible project costs as described in Exhibit “1” are fully reimbursed, not to exceed a total of Two Hundred Thousand Dollars and No Cents (200,000.00), whichever occurs first (sometimes referred to herein as the “Incentive”). These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Legacy TIF District designated as the “Panduit Environmental Studies Special Account” (the “Special Account”). All monies deposited into the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement. This shall constitute a first priority pledge of “Net” real estate tax increment with respect to the Property.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Property after payment of the proportionate amount of administrative fees and costs incurred by the Village, but prior in right to any subsequently granted rights of reimbursement from such incremental revenues (defined as “Increment” above). All available Increment shall be available to satisfy the obligations of the Village to Panduit and/or Developer, as applicable, hereunder.

D. LIMITATION OF INCENTIVES TO PANDUIT

1. Panduit shall be reimbursed by the Village for all Environmental Studies performed on the Property (subject to a limitation of \$200,000.00) from the real estate tax increment generated by the project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in the Project.
2. Panduit agrees to endeavor to sell the Property to Developer, subject to Force Majeure, as defined below, and Panduit shall have the right to assign its rights and obligations under this Agreement to Developer upon such conveyance, without any further notice or consent by the Village.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to Panduit shall be made by a Requisition for Payment of Private Development Redevelopment Costs (Exhibit “2”, “Requisition”) submitted from time to time by Panduit to the Village Treasurer and with a copy to the Community

Development Director (collectively, the “Administrator”), and subject to the Administrator’s approval of the costs and to the availability of funds in the Special Account.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic’s lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition.
3. Any real estate increment not required to be paid to the Panduit under the terms of this Agreement shall be available to the Village for any purpose set forth in the Plan and allowed by the Act.
4. Panduit shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the Legacy TIF District whichever is longer.
5. The Administrator shall approve or disapprove a Requisition by written receipt to Panduit within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
6. All TIF Eligible Project Costs approved shall then be paid by the Village from the Special Account to Panduit. The Village shall pay such approved Eligible Project Costs annually, provided Panduit has satisfied the terms of this Agreement and costs which exceed the amount available to pay Panduit shall carry forward, until paid, without further action of Panduit. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the Increment generated by the Developer’s Redevelopment Project from the County.
7. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to Panduit to attempt to modify those decisions but will assist Panduit in every respect as to obtaining approval of Eligible Project Costs.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of Panduit or its designee to provide to the Village, as may be requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Panduit to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to Panduit, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF PANDUIT SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold Panduit share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to Panduit under this Agreement.

Any funds withheld by the Village under this Section G shall be deposited by it into a separate interest-bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to Panduit the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due Panduit under this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this Section G shall remain in effect for the remaining life of the Legacy TIF District, whether the Legacy TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the Village at an earlier time if the Village passes an ordinance terminating the Legacy TIF District; or at a later time if the Legacy TIF District is legislatively extended. Furthermore, the obligations set forth in this Section G shall survive the expiration of the Legacy TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the Legacy TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The Village's obligation hereunder to pay Panduit for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement, unless the Village shall elect to terminate this Agreement, the Legacy TIF District or enact any modification which shall affect the payment of the Incentives set forth herein prior to reimbursement in full; in which event the Village shall be liable for the payment of the Incentive.

I. VILLAGE PUBLIC PROJECTS

The Village intends to use part or all of its share of the Project's real estate increment for other public projects within the Legacy TIF District or within contiguous Legacy TIF District as allowed by law. The Village shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the Village in the Legacy TIF District; provided in any event such other uses are subordinate to the reimbursement obligations set forth herein for the full amount of the Incentive.

J. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR PANDUIT'S EXPENSES

There shall be no obligation by the Village to make any payments to any person other than Panduit, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to Panduit.

K. COOPERATION OF THE PARTIES.

1. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
2. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below or as otherwise provided herein, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement. Panduit's forfeiture of the Incentive in the event of a termination of this Agreement shall be the extent of its liability to the Village. Each Party waives the right to recover against the other, any consequential, punitive or exemplary damages under this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty

(30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by Section C of this Agreement) and obligations (or either of them) of Panduit under this Agreement shall be fully assignable by Panduit provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, except for an assignment to the Developer, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Property and/or the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the Village may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO VILLAGE:

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

With Copy to:

Peterson, Johnson and Murray Chicago, LLC
Attn: Patrick G. Connelly
200 W. Adams, STE #2125
Chicago, Illinois 60606

TO PANDUIT:

Panduit Corp.
18900 Panduit Drive
Tinley Park, IL 60487
Attention: Jeffrey Jennings,
Sr. Manager Global Real Estate

With Copy to:

Panduit Corp.
18900 Panduit Drive
Tinley Park, IL 60487
Attention: Christopher Clancy,
V.P. Legal – General Counsel

S. SUCCESSORS IN INTEREST

Subject to the provisions of Section N, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

U. INDEMNIFICATION OF VILLAGE

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx#qst16>. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants

and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, Panduit agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from this Agreement or any challenge to the eligibility of project costs reimbursed to Panduit hereunder. This obligation to indemnify and hold harmless obligates Panduit to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

V. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and Panduit with respect to the subject matter hereof.

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

The signatories of Panduit warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the Legacy TIF District or upon Panduit receiving all incentives included herein. The Agreement shall expire sooner if Panduit files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by Panduit of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

[signature page to follow]

VILLAGE OF TINLEY PARK

Tinley Park, Illinois, a Municipal Corporation

BY: _____
Village President, Village of Tinley Park

BY: _____
Village Clerk, Village of Tinley Park

PANDUIT

Panduit Corp., a Delaware corporation

BY: _____

Title: _____

BY: _____

Title: _____

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Initial Phase II for Panduit Sale Parcel

Legacy TIF District in the Village of Tinley Park, Cook County, Illinois

Project Description: To be determined by Developer and Village, mixed product residential anticipated

Street Location: approximately 18900 Panduit Drive, Tinley Park, Illinois 60487

Property PIN#s: 28-29-300-030-0000 & 28-29-300-031-0000

Estimated TIF Eligible Project Costs (pertaining to Phase II):

Total Estimated TIF Eligible Project Costs* not to exceed \$200,000.00

EXHIBIT 2

**VILLAGE OF TINLEY PARK, ILLINOIS LEGACY TAX INCREMENT
FINANCING DISTRICT PRIVATE PROJECT REQUEST FOR
REIMBURSEMENT BY PANDUIT CORP.**

Date _____

Attention: Village TIF Administrator, Village of Rochester, Illinois

Re: TIF Redevelopment Agreement, dated [_____]
by and between the Village of Tinley Park, Illinois, and
Panduit Corp. (“Panduit”)

The Village of Tinley Park is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to Panduit and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _
2. PAYMENT DUE TO: Panduit Corp.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse Panduit for Eligible Project Costs for the Project detailed in Exhibit “1” of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:
 - (i) the amounts included in (3) above were made or incurred or financed and were necessary for the project and were made or incurred in accordance with the engineering/consulting contracts, construction contracts, plans and specifications heretofore in effect; and

- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Eligible Project Costs have not been included in any previous Request for Reimbursement; have been properly recorded on Panduit’s books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse Panduit for its funds actually advanced for Eligible Project Costs; and
- (v) Panduit is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Panduit that would prevent the performance of its obligations under the Agreement.

Any violation of this oath shall constitute a default of the Agreement and shall be cause for the Village to unilaterally terminate the Agreement.

6. Attached to this Request for Reimbursement is Exhibit “1” of the Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic’s Lien Waivers relating to all items for which reimbursement is being requested.

PANDUIT CORP.

BY: _____

TITLE: _____

STAFF COMMENT

BOARD COMMENT

**PUBLIC
COMMENT**

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**

- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**

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

- D. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.**