

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

**NOTICE IS HEREBY GIVEN** that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 17, 2023, beginning at 6:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 20, 2022.
4. CONSIDER LIQUOR LICENSE CLASSIFICATION ADJUSTMENTS FOR PAD THAI RESTAURANT AND AVOCADO THEORY.
5. CONSIDER THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup> & HARLEM LLC FOR THE PROPERTY AT 16300 HARLEM AVENUE (PETE'S FRESH MARKET).
6. CONSIDER JULY INDEPENDENCE DAY EVENT.
7. CONSIDER AWARDING AN AGREEMENT WITH PAYMENT PROCESSOR PAYMENTUS FOR E-TICKETS.
8. CONSIDER AWARDING THE CONTRACT FOR THE SANITARY SYSTEM REHABILITATION PROGRAM TO STRUCTURED SOLUTIONS.
9. CONSIDER PURCHASE OF A 110' MONOPOLE FOR POST #20 (LOYOLA) LIFT STATION FROM SABRE INDUSTRIES.
10. CONSIDER AWARDING A CONTRACT TO UTILITY DYNAMICS CORPORATION FOR ODYSSEY LED STREET LIGHTING.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**December 20, 2022 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 6:05 p.m. the regular meeting of the Committee of the Whole was called to order.

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

Members Present: M. Mueller, President Pro Tem (Arrived at 6:10 p.m.)  
N. O'Connor, Village Clerk  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
D. Mahoney, Village Trustee  
C. Sullivan, Village Trustee

Members Absent: M. Glotz, Village President

Staff Present: P. Carr, Village Manager  
H. Lipman, Assistant Village Manager  
M. Walsh, Police Chief  
S. Klotz, Fire Chief  
M. Coleman, Building Official  
J. Urbanski, Public Works Director  
D. Framke, Marketing Director  
A. Ardolino, IT Director  
P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD DECEMBER 6, 2022** – Motion was made by Trustee Mahoney, seconded by Trustee Galante to approve the minutes of the Committee of the Whole meeting held on December 6, 2022. President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Sullivan. Nays: None. Absent: Mueller. President Pro Tem Brennan declared the motion carried.

**Item #4 – CONSIDER VILLAGE CODE AMENDMENT – LICENSING COMMITTEE** – Recent amendments were inadvertently made to the Village Code resulting in the former 'Business License Committee', which would review matters relevant to business licensing, to be removed from the Village Code. Amending the Village Code to reinstate the Licensing Committee with its assigned powers to participate in matters pertaining to Village-issued licenses was recommended.

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

**Item #5 – CONSIDER AMENDING THE ORDINANCE FOR PAY SCALES AND FRINGE BENEFITS ESTABLISHED FOR THE FISCAL YEAR ENDING APRIL 30, 2023** – An updated pay plan was presented following a mid-year review. The following changes were proposed:

- IT Department Position Title Changes: In accordance with the recommended changes on the IT Roadmap, it is recommended that the pay plan is updated for the current position of Lead Computer Technician to be renamed Systems Administrator and the Computer Technician to be renamed Helpdesk Coordinator. Job duties for each position have been evaluated and updated job descriptions have been finalized. No impact to salary ranges.
- Payroll Specialist Reclassification: The fiscal year 2023 budget included approval for two (2) Staff Accountant positions. One (1) of these positions has been reclassified to a Payroll Specialist position. This position is being added to the pay plan. In conjunction with the below finance position reclassification, net neutral budget impact.
- HR Coordinator Reclassification: The fiscal year 2023 budget included approval for three (3) Senior Accountant positions. It has been determined that only two (2) positions were needed to support department operations. The third position was reclassified to the HR Coordinator position and added to the pay plan. No impact to budget. In conjunction with the above finance position reclassification, net neutral budget impact.
- Marketing Coordinator: It has been determined the duties performed in the part-time Marketing Administrative Assistant position are better aligned with a part-time Marketing Coordinator job title. This position is being added to the pay plan. No impact to the budget.

Certain positions are being recommended for addition to the pay plan. Filling of new positions will be in line with budgetary approvals. These positions include the following:

- Radio Technician: It has been determined that the addition of a Radio Technician position to support public works operations and replace contractual services would result in substantial cost savings. This position would report directly to the Assistant Public Works Director.
- Network and Security Administrator: During the mid-year review the request to add the position of Network and Security Administrator was approved. This position is being added to the pay plan and will report to the IT Director.
- Van Driver: With anticipated changes to vehicles for senior programming, the position of Van Driver will be required. This position will be added to the pay plan and filled based on overall budgeted driver positions for fiscal year 2023.

Minor updates were made to standardize position titles and/or salary grade coding.

All changes described above are applicable to Appendix B of the Ordinance only.



No positions were recommended for removal from the pay plan.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend the amendment of

the ordinance for pay scales and fringe benefits established for the fiscal year ending April 30, 2023, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Sullivan. Nays: None. Absent: Mueller. President Pro Tem Brennan declared the motion carried.

**Item #6 – CONSIDER CERTAIN VACATION BENEFITS AMENDMENTS** – It has been identified that the long-standing policy of recognizing an employee's full-time hire date for purposes of vacation benefits has adversely impacted committed long-term part-time employees eligible for promotion to full-time opportunities. As a result of internal promotion, a part-time employee who has been with the Village for numerous years may be eligible for fewer weeks of vacation than they would have been as a part-time employee. To continue to promote internal growth and development and offer attractive promotional opportunities, it is determined that this practice should be updated to better align with the strategic internal hiring initiative. As a result, the following recommendation amending the eligibility language for full-time vacation benefit eligibility was made:

If a part-time employee has been awarded part-time vacation benefits under Section 6.7 Part-Time Vacation Benefits, recognition for years of service for full-time vacation benefits shall be based on the part-time vacation benefits eligibility date.

A review of impacted staff has been conducted and four (4) employees will be positively impacted by this recommendation.

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

**Item #7 – CONSIDER CONTRACT WITH AT&T FOR SECONDARY INTERNET SERVICES** – The Village currently accesses the internet via two separate connections located at Village Hall both with Comcast. In June 2022 a Comcast internet outage affected both connections and resulted in over 7 hours of diminished Village services.

An after-action report was created following the internet outage listing preventive measures and recommendations, one of which was a second internet connection with an alternative carrier at a different physical location than Village Hall. This contract with AT&T will provide this redundant internet connection and minimize any carrier-level internet outage future impacts.

The monthly cost to the Village includes a router fee of \$313.60 and an internet access fee of \$900.00 for a total monthly cost of \$1,213.60.

Funding is available in the approved FY23 operating budget via account 01-14-000-72125.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend a contract with AT&T for secondary internet services be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #8 – CONSIDER CONTRACT WITH AIRY’S INC. FOR THE LAGRANGE ROAD WATER MAIN EXTENSION AWARD**

– Public Works has determined, using the water system model and institutional knowledge, a water main is needed between 17231 and 17333 LaGrange Rd. and from 175th Street to 17801 LaGrange Rd. This new 12” water main will close the existing gaps where the water main is non-existent. Filling these gaps will increase the flow and pressure to the residents and businesses in the surrounding areas. In total, there will be approximately 2,700 linear feet of water main installed.

The existing water main on the booster station property is located under a berm and is the same height as the road. This water main will be abandoned in place and a new water main will be installed at the needed depth and location to avoid conflicts with the booster station.

The bid opening was held on December 12, 2022, and the following bids were received:

Contractor	Location	Bid
Airy’s Inc.	Joliet, IL	\$1,452,000.00
Swallow Construction	Downers Grove, IL	\$1,629,434.50
Spiess Construction	Frankfort, IL	\$1,675,443.25
PT Ferro Construction	Joliet, IL	\$1,681,476.81
Austin Tyler Construction	Elwood, IL	\$1,769,407.00
Engineer’s Estimate		\$2,108,646.00

Budget Available	\$1,620,000
Contract Amount	<u>\$1,452,000</u>
Difference – Under Budget	\$ 168,000

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a contract with Airy’s Inc. for the Lagrange Road Water Main Extension award be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #9 – CONSIDER A JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR THE 175<sup>th</sup> STREET RECONSTRUCTION PROJECT**

– The Village has been presented a Jurisdictional Transfer (JT) from the Cook County Department of Transportation and Highways (CCDOH) for the reconstruction of 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue and Oak Forest Avenue to 1,000 feet east of Ridgeland Avenue.

The plans and specifications have been prepared by Robinson Engineering and the improvements include a reconstructed roadway with a curb and gutter profile and two-way left turn lanes at the intersections; new sidewalks on 175<sup>th</sup> Street and Ridgeland Avenue; on-street bike lanes along 175<sup>th</sup> Street west of Ridgeland Avenue and an off-street multi-use path along Ridgeland Avenue; eliminated ditches/swales for easier maintenance and improved drainage; and landscaping, signing, pavement markings, engineering, and other highway appurtenances.

The Village also requested to include the installation, upgrade, and/or relocation of water main, force main, sanitary sewer, street lighting and landscaping, including but not limited to the upgrade of the traffic signals, and installation of street lighting. The Village has agreed to accept the jurisdiction of and

ownership of 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, and Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue 21 calendar days after acceptance of the construction improvements by the Village. The total cost and breakdowns for this project were approved by the Board on September 6, 2022, under the Intergovernmental Agreement.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend a Jurisdictional Transfer with the Cook County Department of Transportation and Highways for the 175<sup>th</sup> Street reconstruction project be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #10 – CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE HELIPAD IMPROVEMENTS – DRY UTILITY COORDINATION SUPPLEMENT #1** – Christopher B Burke Engineering Ltd. (CBBEL) began working on the Engineering design and coordination for the dry utility design and relocations that are proposed for the Helipad Improvements Project. The original Engineering Service Agreement was executed by the Village Manager on June 1, 2022. A separate electric service line was deemed required to power all the proposed improvements for the Helipad. Therefore, a supplement to the original Engineering Service Agreement is needed to incorporate the electric service into the overall design.

Funding in the amount of \$2,250,000 was allocated to this project in the FY23 Budget.

Trustee Galante had budgetary questions that were answered by John Urbanski, Public Works Director, and Hannah Lipman, Assistant Village Manager.

Trustee Brennan asked if there are grants available for the electric service. Mr. Urbanski stated not currently as this is new technology.

Trustee Mueller noted that this is in a TIF District.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend a professional services agreement with Christopher B. Burke Engineering Ltd. for the Helipad Improvements – Dry Utility Coordination Supplement #1 be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #11 – RECEIVE COMMENTS FROM THE PUBLIC –**

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

Motion was made by Trustee Brennan, seconded by Trustee Sullivan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 6:23 p.m.



# Interoffice Memo

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**Date:** January 10, 2023  
**To:** Village Board of Trustees  
**From:** Kristin Thirion  
**Subject:** Liquor License Classification Adjustments

Due to recent closures and/or changes within existing establishments, the following changes to the permitted numbers of liquor licenses are proposed:

- Pad Thai Restaurant (closure): Reduction of one Class EV license
- Avocado Theory (menu change): Reduction of one Class E license



# Interoffice Memo

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**Date:** January 17, 2023

**To:** Village President and Board of Trustees

**From:** Daniel Ritter, Interim Community Development Director

**Subject:** Pete's Fresh Market Development Agreement Amendment for Revised Timeline

## **Background**

The Village Board approved the TIF Incentive/Development Agreement on July 20, 2021, for the redevelopment of the former Super K-Mart at 16300 Harlem Ave. to allow for redevelopment of the site into a Pete's Fresh Market grocery store, warehouse and additional retail space. The incentive agreement included a project completion date of December 31, 2022. A permit was issued in November 2022 and site work has started but the completion date will not be met. Delays have occurred due to COVID-19, supply chain issues with both construction and store equipment, as well as engineering hurdles. Additionally, the most recent delay was caused by the need to adjust the plan prior to permitting to accommodate minor changes for Chick-fil-A to develop on one of the proposed outlots (site plan and zoning approvals for the outlot will be submitted separately).

A new completion date of May 15, 2024, is proposed. However, they noted they hope the store can be completed and open before then, but did build in some additional flexibility due to ongoing supply delays. The changes would not alter any of payment terms, just change the required completion dates.

## **Staff Recommendation:**

Staff recommends moving the proposed Annexation Agreement Amendment to the Village Board meeting today.

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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO. 2021-R-068**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND  
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup>  
& HARLEM LLC FOR PROPERTY AT 16300 S HARLEM AVENUE.  
(PETE'S FRESH MARKET)**

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

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
Board of Trustees**

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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. 2021-R-068**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND  
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup>  
& HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE.  
(PETE'S FRESH MARKET)**

**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 163<sup>RD</sup> & Harlem LLC (the "Developer") have negotiated and now desire to enter into a Tax Increment Financing Redevelopment Agreement ("Agreement") pertaining to the economic development and revitalization of certain areas of the Village located within the 159<sup>th</sup> and Harlem 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 the Developer, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 16300 Harlem Avenue, Tinley Park, Illinois, PIN: 27-24-202-020-0000 and 27-24-202-021-0000; 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 the Developer; 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 the Developer, 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:** 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 4:** 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 20<sup>th</sup> day of July, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED THIS 20<sup>th</sup> day of July, 2021.

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

**VILLAGE OF TINLEY PARK  
TAX INCREMENT FINANCING  
REDEVELOPMENT AGREEMENT  
16300 S. Harlem Ave, Tinley Park, Illinois 60477**

**(Pete's Fresh Market)**

**THIS REDEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this \_st day of July, 2021 (the "Effective Date"), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the "Village") and **163RD & HARLEM LLC**, an Illinois limited liability company (the "Developer"), (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party", as the context may require).

**W I T N E S E T H:**

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the "Act"), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the "Redevelopment Project Area"). The Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and made apart hereof; and

**WHEREAS**, on August 18, 2020, the President and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the "TIF Ordinances"): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving the 159<sup>th</sup> and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

**WHEREAS**, Developer is the fee title holder of the property legally described and depicted in **Exhibit B** attached hereto and made apart hereof (“Property”); and

**WHEREAS**, the Property is located within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, the Property is currently improved with an abandoned building retail store on the southern portion of the Property (the “Former Retail Store”); and

**WHEREAS**, Developer proposes to undertake a major capital investment in the Property and the Former Retail Store, including the renovation of the Former Retail Store into a warehouse, the construction of a new approximately 88,608 sq. ft. Pete’s Fresh Market grocery store (the “Grocery Store”); the construction of approximately 51,831 sq. ft. of retail tenant space north of the Grocery Store (“Retail Space”); and an optional approximately 12,400 sq. ft. expansion of the Former Retail Store for use as additional warehouse space.

**WHEREAS**, the Village has approved the final development plans for the renovation of the Former Retail Store into a warehouse and the construction of the Grocery Store and Retail Space (collectively, the “Project”), attached hereto as **Exhibit C**, as may be amended from time to time, are referred to herein as the “Project Plans”; and

**WHEREAS**, the Developer has estimated that the hard and soft costs for the Project are approximately \$36.68 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto; and

48           **WHEREAS**, to facilitate the development and construction of the Project and subject to  
49 and in accordance with the terms of this Agreement, the Village has agreed to reimburse the  
50 Developer for certain Project costs solely from Available Incremental Taxes, as those terms are  
51 defined below; and

52           **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance  
53 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village  
54 has granted relief therefrom), as applicable to the Project Plans, and all other governmental  
55 authorities having jurisdiction over the Property and the Project; and

56           **WHEREAS**, the Developer represents and warrants to the Village, and the Village finds  
57 that, but for the financial assistance to be provided by the Village to the Developer pursuant to this  
58 Agreement, the Project, would not be economically viable and, concomitantly, it is not reasonably  
59 anticipated that the Developer would develop and construct the Project as contemplated; and

60           **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the  
61 Village for consideration and review, and the Corporate Authorities have taken all actions required  
62 to be taken prior to approval and execution of this Agreement in order to make the same binding  
63 upon the Village according to the terms hereof, and this Agreement has been submitted to the  
64 manager of the Developer for consideration and review, and the manager has taken all actions  
65 required to be taken prior to approval and execution of this Agreement in order to make the same  
66 binding upon the Developer according to the terms hereof; and

67           **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,  
68 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it  
69 will deploy its own capital to finance the Project (B) the development and construction of the  
70 Project as provided herein will avoid significant vacancies at the Shopping Center, further the

71 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,  
72 improve the environment of the Village, increase the assessed valuation of the real estate situated  
73 within the Village, increase sales tax revenue, foster increased economic activity within the  
74 Village's commercial sectors, increase employment opportunities within the Village by creating  
75 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping  
76 Center and other retail properties in the Village, is in the best interest of the Village, and is  
77 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of  
78 its residents and taxpayers; and (C) without the financial assistance contemplated by this  
79 Agreement, the Project would not be feasible; and

80 **WHEREAS**, pursuant to its Authority under (A) the Act; (B) its home rule powers under  
81 the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the  
82 Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the  
83 Village wishes to enter into this Agreement with the Developer.

84 **NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and  
85 agreements contained herein, and other good and valuable consideration, the receipt and  
86 sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as  
87 follows:

88 **ARTICLE I**  
89 **RECITALS PART OF THE AGREEMENT**

90 The representations, covenants and recitations set forth in the foregoing recitals are  
91 material to this Agreement and are hereby incorporated into and made a part of this Agreement as  
92 though they were fully set forth in this Article I.

**ARTICLE II  
DEVELOPER OBLIGATIONS**

**2.1 Developer Obligations and Agreements.** In consideration of the substantial commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled, the following obligations:

- A. The Developer shall construct the Project substantially in accordance with the Project Plans, and the Developer shall use commercially reasonable efforts to complete the Project on or before December 31, 2022 (the "Project Completion Date"), subject to any Force Majeure Delays (as defined below) and atypical construction delays; provided, however, that if Developer has not commenced construction of the Project on or before October 31, 2021, (the "Project Commencement Date"), either Party shall have the right to terminate this Agreement.
- B. The Developer will exercise reasonable efforts to advance, or cause other parties to advance the funds necessary to construct and complete the Project.
- C. The Developer will exercise reasonable efforts to secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project (collectively, the "Village Approvals"). The Village will expeditiously process all of the Developer's requests and applications for Village Approvals.
- D. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified

Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Developer’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, the Project, including but not limited to, any claim or cause of action concerning construction of the Project and matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused the negligence, fraud or willful misconduct of, or the violation of any applicable law, regulation, code or ordinance by, any Indemnified Party, the Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required

to contribute to such settlement except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party.

E. Notwithstanding anything herein to the contrary, none of the Indemnified Parties shall be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that, except where due to the negligence, fraud or willful misconduct of, or the violation of any applicable law, regulation, code or ordinance by, one or more of the Indemnified Parties, all or any part of the Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the Act or this Agreement, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction ("Unconstitutional Finding"), and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 2.1.E shall limit otherwise permissible claims by the Developer against the Village or actions by the Developer seeking specific performance of this Agreement or payment of amounts due in the event of a breach of this Agreement by the Village. In the event of an Unconstitutional Finding, Developer shall, at its option, be released from its obligations under this Agreement.

164 F. Upon reasonable (no less than two (2) business days) prior written notice,  
165 the Village Manager, or his designee, shall have access to all portions of the  
166 Project while it is under construction during normal business days and hours  
167 for the purpose of determining compliance with this Agreement, applicable  
168 laws and applicable regulations; provided, however, that any such person(s)  
169 shall comply with all construction site rules and regulations while such  
170 person(s) is on or near the Property. Additionally, the Developer shall keep  
171 and maintain detailed accountings of expenditures demonstrating the total  
172 actual costs of the Developer's Project costs. As and to the extent the same  
173 are disclosed to Village in compliance with subsection G. below, the Village  
174 shall treat all such information as confidential business materials, the  
175 disclosure of which would cause the Developer competitive harm. All such  
176 books, records and other documents, including but not limited to the general  
177 contractor's and subcontractors' sworn statements, general contracts,  
178 subcontracts, purchase orders, waivers of lien, paid receipts and invoices,  
179 and documentation evidencing that the Developer has incurred and paid any  
180 expense for which reimbursement as the Developer's Project costs,  
181 including Redevelopment Project Costs, is sought by Developer hereunder  
182 shall be made available in electronic format for inspection, copying, audit  
183 and examination, solely to enable the Village to comply with the Act, by an  
184 authorized representative of the Village for a period of one (1) year after  
185 issuance of the Certificate of Completion (as defined below). The Village  
186 shall treat all such information as confidential business materials, the

disclosure of which would cause the Developer competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

G. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.

H. The Developer shall comply with the fair employment/affirmative action principles required by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.

I. The Developer has furnished to the Village a Project Budget showing total costs for the Project in the amount of \$36.68 million as set forth in Exhibit D. The Developer hereby certifies to the Village that, to the best of the Developer's knowledge as of the date of this Agreement, the Project Budget attached as Exhibit D is a true, correct and complete, good faith estimate of the Project Budget as of the date hereof in all material respects.

**2.2 Representations and Warranties About Ownership.** The Developer represents, warrants and covenants that, to its knowledge, no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act. Any representation or warranty made "to Seller's actual knowledge" or similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2, "knowledge" shall mean and refer only to the actual knowledge of the Developer's general counsel and shall not be construed to refer to the knowledge of any other member, partner, officer, director, agent, employee or representative of the Developer or any affiliate of the Developer.

**2.3 Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of the Developer. The sworn affidavit shall be substantially similar to the one attached as Exhibit E, attached hereto and made a part of this Agreement.

### ARTICLE III VILLAGE OBLIGATIONS

**3.1 Village Economic Assistance.** In consideration of the substantial commitment of the Developer to the development and construction of the Project, and in order to induce the Developer to undertake the Project, the Village shall provide economic assistance to the Developer by reimbursing it for Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00) in Redevelopment Project Costs, or twenty percent (20%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is less (the "Maximum Reimbursement Amount") by annual installment payments (the "Economic Assistance") commencing as soon as Available Increment Taxes (defined below) are available for payment to the Developer. The Economic Assistance shall be comprised of Available Incremental Taxes, as defined in Section 3.2 below. The Maximum

Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred  
Redevelopment Project Costs, by Available Incremental Taxes

A. **Available Incremental Taxes.** Following issuance of the Certificate of  
Expenditure, as defined below, the Village shall pay the Developer from  
Available Incremental Taxes generated during the Available Incremental  
Tax Term for Redevelopment Project Costs incurred by the Developer. The  
term "Available Incremental Taxes" shall mean eighty percent (80%) of all  
net incremental ad valorem real property taxes received by the Village, if  
any, arising from the levies upon the Property attributable to the then current  
equalized assessed valuation of the Property over and above the initial  
equalized assessed value of the Property, all as determined pursuant to  
Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties  
acknowledge that the initial equalized assessed value of the Property, as set  
forth in the TIF Ordinances, the term "Redevelopment Project Costs" shall  
mean and include all costs defined as "redevelopment project costs" in  
Section 5/11-74.4-3(q) under the Act and which have been of the Act which  
are eligible for reimbursement approved in the TIF Ordinances. The term  
"Available Incremental Tax Term" shall mean that approximately 10-year  
period, commencing December 1 of the first calendar year for which  
property taxes are payable based on an assessed value of the Property that  
takes into account the Project improvements, and ending approximately 10  
years thereafter; provided, however, that Developer will be entitled to  
Available Incremental Taxes for each of the ten years during the Available

Incremental Tax Term even if such Available Incremental Taxes in the last year have not yet been paid to Developer before the end of the Available Incremental Tax Term. [For example, if the Project is completed in calendar year 2022 and real estate taxes for calendar year 2022 payable in calendar year 2023 are based on an assessed value of the Property that takes into account the Project improvements, then the Available Incremental Tax Term will begin on the date such Available Incremental Taxes for such year are paid to Developer (estimated to be December 1, 2023) and end on the date the tenth (10<sup>th</sup>) annual payment of Available Incremental Taxes are paid to Developer (estimated to be December 1, 2033).]

B. Commencing the sixth year of the Available Incremental Tax Term, the Village agrees to review with Developer the payment of Available Incremental Taxes relative to the Maximum Reimbursement Amount, and consider modification of the Available Incremental Taxes in the event the Maximum Reimbursement Amount will not be paid at the conclusion of Available Incremental Tax Term. Any decision to modify the payment of the Available Incremental Taxes is at the Village's sole discretion.

3.2 The Developer agrees and understands that: (1) the sole source of funds for payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the Developer is assuming the risk that the applicable Available Incremental Taxes generated during the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this

Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof;

**3.3 Timing of Reimbursement Payments.**

A. Upon completion of the Project (which shall be deemed to have occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village), the Developer shall submit a Certificate of Expenditure, substantially in the form set forth on **Exhibit F** (the "Certificate of Expenditure") to document and substantiate the amount of Project costs incurred by the Developer (the "Actual Project Costs"), including Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Project Costs.

**3.4 Certificate of Completion.** Upon the Developer's written request, the Village shall issue to the Developer a Certificate of Completion in recordable form confirming that the Developer has fulfilled its obligation to complete the Project (which shall be deemed to have

occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village) in accordance with the terms of this Agreement. The Village shall issue the Certificate of Completion only upon (i) the Village's determination of Developer's completion of the Project in accordance with the terms of this Agreement, and (ii) the Village's approval of a Certificate of Expenditure, as applicable for the Project. The Village shall respond to the Developer's written request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a written statement detailing the ways in which the Project, as applicable does not conform to this Agreement or has not been completed in accordance with this Agreement, and the measures which must be taken by the Developer in order to obtain the applicable Certificate of Completion ("Punch List"). The Punch List shall be deemed binding on the Village and once issued, the Village shall not be permitted to add items to the Punch List, with the exception of items related to life safety or required by governmental agencies or state and federal law. The Developer may resubmit a written request for a Certificate of Completion upon accomplishment of the items on the Punch List.

**3.5 Developer Indemnification.** In the event a claim is made against the Developer, its members, managers, directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with: (a) the Village's duties, obligations and responsibilities under the terms of this Agreement, (b) the Village's breach of any of its obligations under this Agreement, (c) the Village's violation of any applicable law, regulation, code or ordinance; or (d) any negligence, fraud or willful misconduct of the Village, the Village shall, to the extent permitted by law,

indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

**3.6 Terms and Conditions of Economic Assistance.** The Parties recognize and agree that the Village's commitment to provide the Economic Assistance to Developer is expressly contingent upon Developer's completion of the Project (as provided in Section 3.4 above), and the operation of the Grocery Store (by an affiliated operating entity separate from Developer) for a period of at least ten (10) years (the "Grocery Store Operation Period"). If Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, fail to operate the Grocery Store for the Grocery Store Operation Period, it shall forfeit all then unpaid future Economic Assistance it may be entitled to pursuant to this Agreement and be required to reimburse the Village for all Economic Assistance paid to Developer pursuant to the following schedule:

Grocery Store Years of Operation	Percentage of Economic Assistance to be Repaid
0	100%
1	90%
2	80%
3	70%

4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

3.7 A failure to temporarily operate a Grocery Store for a period of up to one (1) year due to business interruptions caused by remodeling, pandemic, epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or labor, unusually adverse weather conditions, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall be considered a "Permitted Operational Delay." In the event of a Permitted Operational Delay, Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall notify the Village of the nature of the event claimed to constitute Permitted Operational Delay. Notification shall be provided in accordance with Section 6.8. Operation of the Grocery Store impaired by reason of the designated event and the Village's right to seek reimbursement under Section 3.6 shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no event shall the Permitted Operational Delay exceed one (1) year.

3.8 Developer shall have no further obligations under this Agreement.

**ARTICLE IV  
AUTHORITY**

4.1 **Village Powers and Authority.** The Village hereby represents and warrants to the Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants to the Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

4.3 **Authorized Parties.** Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee and for

the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

## ARTICLE V DEFAULTS AND REMEDIES

**5.1 Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

**5.2 Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure to perform any other action or omission to perform any such obligation or action described in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however that if the Developer alleges that the Village has failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

414 In the event that either Party shall breach any provision of this Agreement and fail to cure  
415 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,  
416 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available  
417 at law or in equity, in any court of competent jurisdiction, including an action for specific  
418 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,  
419 the Village remedy for monetary breaches shall be limited to its actual (but not exemplary,  
420 consequential or punitive) damages in an amount not to exceed its out-of-pocket expenses incurred  
421 in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein,  
422 no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant to the  
423 provisions of any other section of this Agreement shall be deemed to constitute an election of  
424 remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any  
425 other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding  
426 anything herein to the contrary, in the event that the Developer fails to complete the Project, the  
427 Village's sole remedy shall be to withhold payment of Incremental Taxes.

428 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this  
429 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;  
430 provided, however, this limitation shall not affect any other rights or remedies the Parties may  
431 have by reason of any default under this Agreement.

432 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of  
433 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a  
434 court of competent jurisdiction for an injunction against such violation or threatened violation,  
435 and/or for a decree of specific performance.

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438

**ARTICLE VI**  
**GENERAL PROVISIONS**

439           **6.1     Timing of Essence.** Time is of the essence of this Agreement. The Parties will  
440 make every reasonable effort to expedite the subject matters hereof and acknowledge that the  
441 successful performance of this Agreement requires their continued cooperation.

442           **6.2     Mutual Assistance.** The Parties agree to take such actions, including the execution  
443 and delivery of such documents, instruments and certifications (and, in the case of the Village, the  
444 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to  
445 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other  
446 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or  
447 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or  
448 impair the development of the Project in accordance with this Agreement or the Village's  
449 performance of its obligations hereunder. The Parties shall cooperate fully with each other in  
450 securing from any and all appropriate governmental authorities (whether federal, state, county or  
451 local) any and all necessary or required permits, entitlements, authorizations and approvals to  
452 develop and construct the Project.

453           **6.3     Force Majeure.** Neither the Village nor Developer nor any successor in interest  
454 to either of them shall be considered in breach of or in default of its obligations under this  
455 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,  
456 takings, and limitations arising subsequent, war, state or national emergency, government  
457 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or  
458 labor, unusually adverse weather conditions such as, by way of illustration and not limitation,  
459 severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration,  
460 tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party

461 affected which in fact interferes with the ability of such Party to discharge its obligations hereunder  
462 (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its  
463 performance of any specific obligation, duty or covenant is delayed or impaired by reason of an  
464 event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the  
465 other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically,  
466 the obligation, duty or covenant which it believes is delayed or impaired by reason of the  
467 designated event. Notification shall be provided in accordance with Section 6.8. Performance of  
468 the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that  
469 period of time reasonably necessary to remove or otherwise cure the impediment to performance  
470 and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy  
471 or cure with reasonable diligence given the nature of the impairment, to the extent the same may  
472 be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any  
473 obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force  
474 Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled,  
475 by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to  
476 challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not  
477 apply to a Party's obligation under this Agreement to pay money to another Party.

478       **6.4 Amendment.** This Agreement, and any exhibits attached hereto, may be amended  
479 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of  
480 an ordinance or resolution of the Village approving said written amendment, as provided by law,  
481 and by the execution of said written amendment by the Parties or their successors in interest.  
482 Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment  
483 to this Agreement. In addition, the Village Manager may effect Minor Modifications to this

484 Agreement without the same being deemed an amendment to this Agreement which requires action  
485 by the Village President and the Board of Trustees. For the purposes of this Agreement, the term  
486 "Minor Modification" means a modification or waiver of any requirement, specification, or other  
487 term set forth in this Agreement, consented to by the Parties in writing, whereby such  
488 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

489 **6.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and  
490 covenants between and among the Parties relative to the matters herein contained. This Agreement  
491 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be  
492 deemed a full integration of the entire agreement of the Parties.

493 **6.6 Severability.** If any provisions, covenants, agreement or portion of this  
494 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall  
495 not affect the application or validity of any other provisions, covenants or portions of this  
496 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement  
497 are declared to be severable.

498 **6.7 Consent or Approval.** Except as otherwise specifically provided in this  
499 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is  
500 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

501 **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the  
502 State of Illinois.

503 **6.9 Notice.** Any notice, request, consent, approval or demand (each, a "Notice") given  
504 or made under this Agreement shall be in writing and shall be given in the following manner: (A)  
505 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return  
506 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day

delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by commercial overnight delivery for next business day shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and the last "business hour" shall be 6:00 p.m. Central time. The term "Business Day" shall be Monday through Friday, excluding federal and State of Illinois holidays.

If to the Village:

Village of Tinley Park  
Attn: Village Manager  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477  
dniemeyer@tinleypark.org

with a copy to:

Peterson, Johnson & Murray Chicago, LLC  
Attn: Kevin Kearney  
200 West Adams Street, Suite 2125  
Chicago, Illinois 60606  
kkearney@pjmchicago.com

If to the Developer:

163rd & Harlem LLC  
4333 South Pulaski Road  
Chicago, Illinois 60632  
Attention: Stephanie Dremonas  
stephanie@pmrealtyinc.com

with a copy to:

Horwood Marcus & Berk Chtd.  
Attention: David H. Sachs  
500 West Madison Street, Suite 3700  
Chicago, Illinois 60661  
dsachs@hmbllaw.com

540  
541           **6.10 Counterparts.** This Agreement may be executed in several counterparts, each of  
542 which shall be an original and all of which shall constitute but one and the same agreement.

543           **6.11 Term of Agreement.** The term of this Agreement shall commence on the Effective  
544 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement  
545 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,  
546 however, the Village's obligation to make a final reimbursement payment of Available  
547 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the  
548 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the  
549 term of the Agreement.

550           **6.12 Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to  
551 exercise their rights and remedies hereunder and to perform their covenants, agreements and  
552 obligations hereunder, reasonably and in good faith.

553           **6.13 Drafting.** Each Party and its counsel have participated in the drafting of this  
554 Agreement therefore none of the language contained in this Agreement shall be presumptively  
555 construed in favor of or against either Party.

556           **6.14 Recording.** The Developer shall be permitted to record, at its costs and expense, a  
557 memorandum of this Agreement with the Cook County Recorder of Deeds.

558           **6.15 Covenants Run with the Land/Successors and Assigns.** It is intended that the  
559 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in  
560 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all  
561 such covenants shall run with and be enforceable against both the covenanted and the Property.  
562 Such covenants shall terminate upon termination or expiration of this Agreement. On or before  
563 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm

termination of this Agreement which Developer may, at its sole cost and expense, record against the Property. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and permitted assigns, and upon successor corporate authorities of the Village and successor municipalities.

**6.16 Assignment.** Prior to issuance of the Certificate of Completion, Developer may not assign this Agreement, or any rights of obligations hereunder, to any party, except to an affiliate or party providing financing for the Project, without the prior express written consent of the Village. After to issuance of the Certificate of Completion, the Developer may assign this Agreement, or any rights of obligations hereunder, provided that the Developer delivers notice not more than thirty (30) days after such assignment taking effect.

**6.17 Partial Funding.** Except as otherwise set for in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with the Developer and the Village is in no way responsible for completion of any portion of the Project.

**6.18 Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,

including reasonable attorneys' and consultants' fees, in addition to whatever other relief the prevailing party may be entitled.

6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

[SIGNATURE PAGES FOLLOW]

610

611

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all

612

requisite authorizations as of the date first above written.

613

614

**VILLAGE OF TINLEY PARK,**

615

an Illinois Municipal Corporation

616

By: Michael W. Hays

617

618

Village President

619

ATTEST [Signature]

620

621

Village Clerk

**163RD & HARLEM LLC,**

an Illinois limited liability company

By: [Signature]

Name: Stephanie Demaris

Its: Executive Officer

610

611           **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all  
612 requisite authorizations as of the date first above written.

613

614   **VILLAGE OF TINLEY PARK,**  
615   an Illinois Municipal Corporation

616   By: Michael W. Stog  
617

618                           Village President

619   ATTEST [Signature]  
620                           Village Clerk  
621

**163RD & HARLEM LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
          \_\_\_\_\_

622

623

624 STATE OF ILLINOIS )

625 ) SS

626 COUNTY OF COOK )

627 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

628 HEREBY CERTIFY that the above-named Michael Glotz is personally known to

629 me to be the Village President of Village of Tinley Park, and also personally

630 known to me to be the same person whose name is subscribed to the foregoing instrument as such

631 Village President and respectively, and that he appeared before me this day in person

632 and severally acknowledged that, as such Village President he signed and delivered

633 the said instrument, pursuant to authority given by the limited partnership as his free and voluntary

634 act, and as the free and voluntary act and deed of said Village of Tinley Park of said limited

635 partnership, for the uses and purposes therein set forth.

636 GIVEN under my hand and official seal, this 20<sup>th</sup> day of August 2021.

637 Commission expires 10/22/2024

638 Diane Hultsch  
Notary Public

639

640

641



622

623

624

STATE OF ILLINOIS

)

625

) SS

626

COUNTY OF COOK

)

627

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

628

HEREBY CERTIFY that the above-named Stephanie Dremonas is personally known to

629

me to be the Executive Officer of 163rd Harlan LLC, and also personally

630

known to me to be the same person whose name is subscribed to the foregoing instrument as such

631

Executive officer and respectively, and that he appeared before me this day in person

632

and severally acknowledged that, as such Executive officer, he signed and delivered

633

the said instrument, pursuant to authority given by the limited partnership as his free and voluntary

634

act, and as the free and voluntary act and deed of said 163rd Harlan LLC of said limited

635

partnership, for the uses and purposes therein set forth.

636

GIVEN under my hand and official seal, this 20<sup>th</sup> day of August, 2021.

637

Commission expires 7/11/22 Vannan

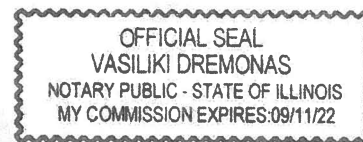
638

Notary Public

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**EXHIBIT A**

**Legal Description of Redevelopment Project Area**

**THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18,  
TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13,  
ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS  
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED

JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART

OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST

LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54

SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS

PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST

OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

# Village of Tinley Park, Illinois

## **EXHIBIT B**

### **Legal Description and Map of Property**

**PARCEL 1:**

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

**PIN(S):** 27-24-202-020-0000; 27-24-202-020-0000

**COMMONLY KNOWN AS:** 16300 South Harlem Avenue  
Tinley Park, Illinois

**EXHIBIT C**  
**Project Plans**

**EXHIBIT D**  
**Project & Redevelopment Budgets**

DETAILED BUDGET	
<b>Land Acquisition:</b>	\$ 5,000,000
<b>Soft Costs/Fees:</b>	
Construction Documents	\$ 317,000
Design Schematic	\$ 127,624
Entitlements	\$ 30,876
Legal/Accounting	\$ 158,500
Commissions	\$ 245,000
<b>Total Soft Cost/Fees</b>	<b>\$ 879,000</b>
<b>Hard Construction Costs:</b>	
Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 2,200,000
Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,600,000
Roof/Metal Panel	\$ 1,250,000
Electrical (core/shell)	\$ 450,000
Mechanical (Sewer and Water)	\$ 2,500,000
Carpentry (core/shell)	\$ 325,000
General Requirements	\$ 100,000
Distribution Center	\$ 3,500,000
Additional Tenants	\$ 4,500,000
<b>Tenant Improvements Build Out:</b>	
Concrete/Paving	\$ 300,000
Electrical	\$ 1,750,000
Carpentry	\$ 325,000
Tile	\$ 20,000
Wood	\$ 1,200,000
Signage	\$ 300,000
Paint	\$ 75,000
Fire Protection	\$ 225,000
Plumbing	\$ 200,000
Landscaping and Irrigation	\$ 400,000
<b>Furniture, Fixture, &amp; Equipment:</b>	
Carpeting	\$ 5,000
Door	\$ 45,000
Equipment	\$ 500,000
Equipment Cooking	\$ 100,000
HVAC	\$ 350,000
Interior Shelving	\$ 50,000
Lights and Fixtures	\$ 300,000
Refrigeration	\$ 2,400,000
Store Fixture	\$ 45,000
Dock Levelers	\$ 40,000
Pressure Washer	\$ 9,000
Compactor	\$ 35,000
Faucets	\$ 15,000
Steel Doors	\$ 30,000
Cart Corrals	\$ 15,000
Registers	\$ 240,000
Money Counters	\$ 5,000
Service Counters	\$ 35,000
Toilet Partitions	\$ 13,000
Cases/Refrigeration	\$ 2,500,000
Steel (Racks)	\$ 350,000
<b>Total Hard Cost</b>	<b>\$ 30,802,000</b>
<b>Total Development Cost</b>	<b>\$ 36,681,000</b>

**EXHIBIT E**

**Form of Disclosure Affidavit**

State of Illinois           )  
  ) ss  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, reside at \_\_\_\_\_ in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the \_\_\_\_\_ of \_\_\_\_\_ (the "Developer").

That the property in question has a common street address referred to as: \_\_\_\_\_, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of \_\_\_\_\_ (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The shareholders with more than 7.5% interest are \_\_\_\_\_; or
- (c) The members with more than 7.5% interest in the limited liability company are \_\_\_\_\_, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Notary Public

**EXHIBIT F**

**Form of Certificate of Expenditure**

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

To: Village of Tinley Park, (the "Village")

Re: 163RD & HARLEM LLC ("Developer") \$\_\_\_\_\_ Incremental Tax  
Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated \_\_\_\_\_, 2021, as authorized pursuant to Resolution No. 2021-R-\_\_\_\_ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$\_\_\_\_\_ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$\_\_\_\_\_ and Redevelopment Project Costs are \$\_\_\_\_\_. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

**163RD & HARLEM LLC**

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

Name: \_\_\_\_\_

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

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. 2021-R-068, "A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163<sup>RD</sup> & HARLEM, LLC FOR PROPERTY AT 16300 S. HARLEM AVENUE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20<sup>th</sup> day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of July, 2021.

  
VILLAGE CLERK



## CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: \_\_\_\_\_

Exhibits Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Contracting Party/Vendor: \_\_\_\_\_

Contract Contact Info: \_\_\_\_\_

Bid Opening Date (If applicable): \_\_\_\_\_

Mylar (Rcvd by Clerk's Office): Y / N – Date Sent for Recording: \_\_\_\_\_ Date Recorded: \_\_\_\_\_

Certificates of Insurance Received: Yes \_\_\_\_\_ No \_\_\_\_\_

Contract Expiration: Date: \_\_\_\_\_

Signature of Contracting Party received: Yes \_\_\_\_\_ Date: \_\_\_\_\_

Staff Review Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Attorney Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Village Manager Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Committee Review Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Committee Approval Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Village Board Meeting: Date: \_\_\_\_\_

Village Board Approval: Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**Notes:**



# Interoffice Memo

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**Date:** *February 10, 2021*

**To:** **Committee of the Whole**

**From:** **Donna Framke, Marketing Director**

**Subject:** *July 3<sup>rd</sup> Independence Day event*

The Fourth of July falls on a Tuesday in 2023. Monday, July 3<sup>rd</sup> presents an opportunity to add an event to the Village's summer lineup which offers the community an occasion to come together in a festive atmosphere and celebrate the country's independence the evening prior to the holiday.

We are proposing that the Village host an old-fashioned picnic/community festival in the northwest lot of the 80<sup>th</sup> Avenue train station starting at 5:30pm on Monday, July 3<sup>rd</sup>. The event would feature a picnic atmosphere with food vendors, contests (e.g., water balloon toss, pie eating and/or hot dog eating), bounce houses, kid's activities and music (performed by Brass from the Past). The evening would culminate with a fireworks display shot off from the southeast lot of the Metra station at sundown.

# MAD BOMBER

## FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350

PHONE (219) 393-5051

Toll Free (877) MAD-BOMB

FAX (219)393-3177

**TINLEY PARK 50**

**PROPOSAL**

**JULY 3, 2023**

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW Choreographed to Music	\$50,000.00
PROFESSIONAL PRESENTATION	INCLUDED
<b>\$10,000,000 LIABILITY INSURANCE</b>	<b>INCLUDED</b>
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$50,000.00

Mad Bomber Fireworks will also supply the following:

1. We will secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

*Randall McCasland*

Randy McCasland, Director of Operations

# MAD BOMBER

## FIREWORKS PRODUCTIONS

### AGREEMENT

This contract entered into this 11th day of January, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Village of Tinley Park

Herein after referred to as Buyer, of Tinley Park State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$50,000.00 for Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 3rd Day of July, 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. There will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display date within six months of original date, there will be a 50% fee of agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 500' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: Includes \$40,000.00 program and Tinley Park 50 program. Choreographed to music. Buyer will supply sound system.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By \_\_\_\_\_  
Randy McCasland

By \_\_\_\_\_  
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Tinley Park 50**

**This display will consist of the \$40,000.00 program plus the following.**

**This is the main meal with appetizers and extra sides.**

**Includes Choreographing to Music.**

**Opening**

**36 3" Assorted Color Display Shells**

**6 4" Assorted Display Shells**

**2 5" Assorted Color Shells**

**12 3" Titanium Salutes**

Mad Bomber  
Fireworks Productions

**Tinley Park 50**

**High End SPECIALTY BARRAGES**

- 300 Crackling Comets with Color Mines and Palms.
- 200 Chrysanthemums to Chrysanthemums
- 200 Red Sizzle to Premium Color Center Core

Mad Bomber  
Fireworks Productions

**Tinley Park 50**

### **Specialty Stacks**

Red White and Blue

**12 3"**

**3 4"**

**1 5"**

Glittering Silver

**24 3"**

**6 4"**

**2 5"**

Crackling Nishiki Kamuro

**12 3"**

**3 4"**

**1 5"**

**Different size shells breaking at multiple heights creating a stacking effect.**

Mad Bomber  
Fireworks Productions

## **Tinley Park 50**

### **10 3" SPECIALTY SHELLS**

3" Color Wolfs

3" Silver Serpent w/Magenta

3" Whistling w/Color Stars

3" Red Sky Mines

3" Blue Sky Mines

3" White Sky Mines

3" Smile Face

3" Assorted Sky Mines

3" Peach Flying Stars

3" Banger Chartreuse

3" Blue Comets

3" Diamond Screamer w/Color Stars

3" White Strobe Waterfall

3" Orange Strobe

### **10 4" SPECIALTY SHELLS**

4"Cyan Sky Mine

4" Whistle Red Stars

4" Silver Flying Fish

4" Aqua w/Silver Turbulence

4" Farfalla w/Magenta Stars

4" Assorted Color Wolfs

4" Multi Color Flying Stars

4" Silver Serpents w/Mag Colors

4" Whirlpool Green Xsette

4" Whirlpool Red Xsette

4" Green Sound Ring

4" Tourbillion w/Color Stars

4" Diamond Screamer w/Color Stars

4" Lemon Xsette w/Time Rain

4" Ti Serpent w/Red & Blue to Report

4" Ti Whistle Ring w/Lemon

Mad Bomber  
Fireworks Productions

## **Tinley Park 50**

### **24 3 INCH SHELLS**

#### **Three Shot Volleys**

Silver Flying Fish

Green Strobe

Yellow Strobe

RWB Ring w/Mine Red Strobe

RWB w/Brocade Mine

Red Falling Leaves

Green Falling Leaves

Yellow Falling Leaves

Purple Falling Leaves

Flower Crowns

**Three shells shot simultaneously and  
spread across sky**

Mad Bomber  
Fireworks Productions

## **Tinley Park 50**

### **5 INCH SHELLS** \* main body

#### **18 Guandu**

Chrys w/Red to Green Ring  
Silver Crackling Palm Tree  
Purple Wave  
Red Flower Rain  
Gold Wave to Aqua  
Smiley Face  
Brocade Butterfly  
Sea Blue and Lemon Dahlias  
Blue Palm Tree  
Blue Peony w/Silver Core  
Gold Diadem Willow  
Gold Wave to Purple to Green

Silver Crown w/Small Red Flowers  
Ripples to Variegated Wave  
Crackling to Sil Crossette  
China Storm  
White Strobing  
Yellow Peony  
Red to Purple to Green Peony  
Red Peony w/Glitt Gold Palm Tree Core  
Gold Wave to Red to Green  
Green to Yellow w/Yellow to Green Pistil  
Yellow Peony w/Blue Palm Tree Core  
Silver Wave to Green to Crackling

#### **18 Yung Feng**

Glitt Sil to Blue to Red w/Reports  
Gold Wave to Red to Blue Flickering  
Colored Diadem  
Sil Nishiki Kamuro w/Blue Pistil  
Eight Hearts w/Tail  
Purple Sunflower w/Tail  
Sil Coconut Tree w/Red Flowers  
Gold Coconut Tree w/Blue Blooms  
Aqua Peony  
RWB to 5 Report  
Gold Coco to Red Crown Flower

Red Gamboge to Red to Blue Chrys  
GW to Purple Chrys w/Red to Sil Pistil  
Spangle Chrys w/Crackling Blue Pistil  
Nishiki Kamuro w/Tail  
Twinkling Silver Willow  
Revolving Dragons w/Red Flowers  
Twinkling Coconut Crossette  
Bright Red Diadem  
Green Twinkling Willow  
Green Meteor  
Variegated Flowers

### **5 INCH SHELLS**

## Tinley Park 50

### 5 INCH SHELLS \* main body

#### 12 Wizard

Brocade Waterfall w/Tail	Nishiki Kamuro to Purple w/Tail
Brocade Crown Chrysanthemum	Purple Peony w/ Crossette Brocade Pistil
3 Concentric Ring w/Crack Pistil	New Color Rainbow w/Gold Strobe Pistil
Silver Strobing w/Tail	China StormGlittering Coconut Tree
RWB USA Style Cannister w/Tail	Glitt Sil to Purple Peony w/Green Pistil
Happy Face w/Tail	Crackling Green Palm w/Blue Flowers
Glitt Sil to Blue w/Green Pistil	Brocade Crossetting Palm Tree w/Broc Tail
Saturn Giant Blue Peony	Gold Tails to Green Palm w/Sil Tail
Glitt Sil to Blue w/Red Pistil	Crackling Glitter Palm w/Crack Tail
Glitt Sil to Red w/Blue Pistil	Ti Whistle Ring w/Red & Blue Cannister Shell
Red Crossette Palm Tree w/tail	Glitt Sil to Blue Chrys w/Broc Red Pistil
Silver Crossette Palm Tree w/Tail	Brocade Waterfall w/Silver Leaves
Gold Crossette Palm Tree w/Tail	Gold Coconut to Green Flowers
Giant Brocade Crossette Palm Tree	Giant Gold Octopus w/Red Eyes & Bro Ring
Five Concentri Ring	Giant Green Peony w/Brocade Ring
Gold Strobes w/tail	Gold Chrys w/Rainbow Ring
1/2 Red 1/2 Blue Chrys w/ Broc Cross Pistil	Gold Crossette Palm w/Trunk
Saturn Giant Red Peony w/Brocade Ring	Glittering Silver
Sil to Blue Chrys w/Red Pistil	Red Peony w/Blue Pistil
Blue to Green Peony w/Coco Pistil	Red to Blue Peony w/Coco Pistil
Three Ring w/Pistil	Brocade to Red to Blue Chrys
Schreecher Cannister	Gold Peony w/Blue Pistil
RWB Peony w/Coco Pistil	Red Strobes w/Tail
Green Strobes w/Tail	Giant Z Willow Palm w/Z Willow Tail

### 5 INCH SHELLS

**Tinley Park 50**

## **Finale Closer**

**72 2.5" Brocade Crowns**  
**36 3" Brilliant Brocade Crowns**  
**12 4" Brilliant Brocade Crowns**  
**4 5" Brilliant Brocade Crowns**  
**24 3" 3" Titanium Salutes**

Mad Bomber  
Fireworks Productions



# Interoffice Memo

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**Date:** January 12, 2023

**To:** **Village Board**

**Cc:** Patrick Carr, Hannah Lipman

**From:** **Anthony Ardolino**

**Subject:** Enter into agreement with Paymentus for electronic ticket solution web payments.

Presented for January 17, 2023 Committee of the Whole meeting discussion and action:

**Description:** Enter into an agreement with Paymentus for electronic ticket solution web payments.

**Background:** In January 2022 the Village began implementation of an electronic e-ticketing solution provided by Dacra Tech solutions, at that time the vendor did not have the ability to pass credit card service fees to the customer and required the Village to absorb the cost of web payments. In Q3 of 2022 Dacra, through a partnership with Paymentus, began to offer this service to new and existing customers.

Entering into an agreement with Paymentus to provide e-ticketing payment services will allow the Village to pass to the customer the 2.5% online payment processing fee. This agreement is only for violations paid online, the Village will still absorb the cost of in-person payments for violations.

This agreement would replace the current agreement with Violations Payment.com LLC which was approved in the January 4<sup>th</sup> 2022 Village board meeting. There is no cost to the Village to end this agreement.

**Budget/Finance:** There is no cost to the Village to enter into this agreement.

**Staff Direction Request:** Enter into an agreement with Paymentus Corporation to provide electronic bill payment services for online payments for Dacra e-ticket violations.

**Attachments:**

1. Master Services Agreement for Paymentus bill payment services.

## MASTER SERVICES AGREEMENT

Client:	Village of Tinely Park, IL
Client Address:	16250 South Oak Park Avenue, Tinley Park 60477
Contact for Notices to Client:	David Adamski
Estimated Number of Yearly Payments:	5000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

### **STATEMENT OF PURPOSE**

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

### **AGREEMENT**

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
  - Schedule A:** Paymentus Service Fee Schedule
  - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

### **PAYMENTUS CORPORATION**

**CLIENT:**

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONFIDENTIAL AND PROPRIETARY**

# Paymentus

## GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND [CLIENT NAME]

### 1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **“Agreement”** or **“Master Agreement”** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **“Average Bill Amount”** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **“Effective Date”** is the date the last Party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **“Excess Payment Amount”** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **“Fee Assumptions”** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **“Initial Setup”** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **“IPN”** or **“Instant Payment Network”** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **“Launch Date”** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **“Non-Qualified Transaction”** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **“Payment”** means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.
- 1.11 **“Payment Amount”** means the amount of a Payment.
- 1.12 **“Paymentus Authorized Processor”** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **“Paymentus Fee”** is defined in Section 3.2.
- 1.14 **“Platform”** is defined in Section 2.1.
- 1.15 **“Reversed or Chargeback Transactions”** means cancelled transactions due to User error, a User’s challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **“Services”** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **“User”** means a user of Client’s services.

## **2 Description of Services to be Performed**

### **2.1 Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

### **2.2 Professionalism**

Paymentus will perform the Services in a professional manner.

### **2.3 New or Enhanced Services**

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

## **3 Compensation**

### **3.1 No Fee Installation**

Paymentus will charge no fees related to the Initial Setup of standard service.

### **3.2 Paymentus Fee**

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

## **4 Payment Processing**

### **4.1 Integration with Client's Billing System**

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each Party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time  Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

#### **4.2 Enhancements**

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

#### **4.3 PCI Compliance**

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

#### **4.4 Explicit User Confirmation**

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

#### **4.5 Merchant Account**

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

#### **4.6 Payment Authorization**

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

#### **4.7 Settlement**

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

#### **4.8 Reversed or Chargeback Transactions**

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

### **5 General Conditions of Services**

#### **5.1 Service Reports**

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

#### **5.2 User Adoption Communication by Client**

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

### **5.3 Independent Contractor**

Paymentus is an independent contractor.

### **5.4 Client's Responsibilities**

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

## **6 Indemnification and Limitation of Liability**

### **6.1 Paymentus Indemnification and Hold Harmless**

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

### **6.2 Client Indemnification and Hold Harmless**

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

### **6.3 Indemnification Procedure**

The indemnified Party will give the indemnifying Party prompt written notice of any claim for which indemnification is sought. The indemnifying Party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified Party, or adversely affects the indemnified Party shall require the indemnified Party's prior written consent, which consent will not be unreasonably delayed or withheld.

### **6.4 Warranty Disclaimer**

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

## **6.5 Limitation of Liability**

**NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.**

## **7 Term and Termination**

### **7.1 Term**

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other Party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

### **7.2 Material Breach**

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' notice.

### **7.3 Upon Termination**

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

## **8. Confidentiality**

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

## **9. Intellectual Property**

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform

and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

## **10. Miscellaneous**

### **10.1 Authorized Representative**

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other Party of other individuals or change the individuals.

### **10.2 Notices**

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any Party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other Party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

### **10.3 Interpretation**

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

### **10.4 Governing Law**

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

### **10.5 Severability**

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

### **10.6 Attorney's Fees**

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

### **10.7 Force Majeure**

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

### **10.8 No Third Party Beneficiaries.**

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

### **10.9 Entire Agreement**

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

### **10.9 Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement will be effective as an original signature.

### Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Payment Processing thru DACRA	All payment methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.5% for all payment types available with the DACRA Platform including Credit Cards, Debit Cards, ACH, PayPal, Digital Wallets	<input type="checkbox"/>

Note: Average Bill Amount: \$50.00. Maximum Amount per Payment is \$1,000.00. Multiple payments may be made. \$1.00 minimum charge to the consumer.

Chargebacks and returned checks will be billed at \$9.95 per item.

## **Schedule B – Client Payment Data**



# Interoffice Memo

**Date:** January 12, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Joe Fitzpatrick, Water & Sewer Superintendent  
**Subject:** Sanitary Sewer Rehabilitation Program

Presented for Committee of the Whole and Village Board consideration and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of approximately thirty-three hundred (3,300) linear feet of 8" sanitary sewer and epoxy lining eight hundred sixty (860) vertical feet of sanitary sewer structures. The project will take place in the Tinley Heights subdivision between 167<sup>th</sup> Street and 170<sup>th</sup> Place, Harlem Avenue to Oleander Avenue.

Background: Reports for the previous year's smoke testing and manhole inspection project, showed the Tinley Heights subdivision has noticeable amounts of inflow and infiltration. Lining the pipes and manholes will prevent inflow and infiltration of any ground water into the sanitary sewer system. Lining the manholes also helps prevent hydrogen sulfide gases from deteriorating the concrete. The sanitary sewers will be cleaned and televised prior to being lined using the cured-in-place pipe lining method. The sewers will be re-televised to ensure all sanitary sewer services to homes and/or businesses have been re-instated. This project coincides with the Inflow and Infiltration Control Program (IICP) established by MWRD.

The following bids were received at the bid opening held on December 20, 2022 with the Deputy Clerk, consulting engineer, and Water & Sewer Superintendent present. The project was presented to bidders as a base bid plus three alternates. The bids shown are for the base bid plus alternates 2 and 3.

<u>Contractor:</u>	<u>Bid Amount:</u>
Structured Solutions	\$513,610
Hoerr Construction	\$593,936
KIM Construction	\$641,940
Benchmark Construction	\$645,500
National Power Rodding	\$1,886,050
Budget Available	\$500,000
Contract Amount	\$513,610
<b>Difference – Over Budget</b>	<b>\$13,610</b>

Budget/ Finance: Funding in the amount of \$500,000 is available in the FY2023 Capital Budget. Each bid amount includes contingency in the amount of \$45,000, which is not expected to be used. If needed, funding is available from previous projects that came in under budget.

Staff Direction Request: Approve awarding the contract for sanitary sewer rehabilitation program to Structured Solutions in the amount \$513,610.

Attachments:

- 1) Bid Tab with Engineer's Estimate.
- 2) Engineer's Letter of Recommendation.

Christopher B. Burke Engineering, Ltd.  
16221 W. 159th Street, Suite 201  
Lockport, Illinois 60441

VILLAGE OF TINLEY PARK  
2023 SANITARY SYSTEM REHABILITATION PROGRAM  
(CBBEL PROJECT NO. 160373.00002)

BID SUMMARY  
BID OPENING DATE: DECEMBER 20, 2022

	<b>BIDDER</b>	<b>BASE BID</b>	<b>ALTERNATE 1</b>	<b>ALTERNATE 2</b>	<b>ALTERNATE 3</b>
	ENGINEER'S ESTIMATE	\$ 287,500.00	\$ 175,000.00	\$ 156,000.00	\$ 225,150.00
1	STRUCTURED SOLUTIONS	\$ 236,250.00	\$ 141,950.00	\$ 90,785.00	\$ 186,575.00
2	KIM CONSTRUCTION	\$ 337,000.00	\$ 204,000.00	\$ 136,450.00	\$ 168,490.00
3	HOERR CONSTRUCTION	\$ 349,250.00	\$ 156,750.00	\$ 85,600.00	\$ 159,086.00
4	BENCHMARK CONSTRUCTION	\$ 353,500.00	\$ 208,500.00	\$ 108,500.00	\$ 183,500.00
5	NATIONAL POWER RODDING	\$ 727,500.00	\$ 465,000.00	\$ 713,750.00	\$ 444,800.00

Christopher B. Burke Engineering, Ltd.  
16221 W. 159th Street, Suite 201  
Lockport, Illinois 60441

VILLAGE OF TINLEY PARK  
2023 SANITARY SYSTEM REHABILITATION PROGRAM  
(CBBEL JOB 160373.00002)

BID TABULATION  
BID OPENING DATE: DECEMBER 20, 2022

BASE BID				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	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	EPOXY SANITARY MANHOLE LINING	V FOOT	750	\$ 350.00	\$ 262,500.00	\$ 291.00	\$ 218,250.00	\$ 420.00	\$ 315,000.00	\$ 445.00	\$ 333,750.00	\$ 450.00	\$ 337,500.00	\$ 750.00	\$ 562,500.00
2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 150,000.00	\$ 150,000.00
3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL =				\$ 287,500.00		TOTAL =	\$ 236,250.00	TOTAL =	\$ 337,000.00	TOTAL =	\$ 349,250.00	TOTAL =	\$ 353,500.00	TOTAL =	\$ 727,500.00

ALTERNATE 1				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	EPOXY SANITARY MANHOLE LINING	V FOOT	450	\$ 350.00	\$ 157,500.00	\$ 291.00	\$ 130,950.00	\$ 420.00	\$ 189,000.00	\$ 325.00	\$ 146,250.00	\$ 440.00	\$ 198,000.00	\$ 900.00	\$ 405,000.00
A1-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50,000.00	\$ 50,000.00
A1-3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
ALTERNATE 1 TOTAL =				\$ 175,000.00		TOTAL =	\$ 141,950.00	TOTAL =	\$ 204,000.00	TOTAL =	\$ 156,750.00	TOTAL =	\$ 208,500.00	TOTAL =	\$ 465,000.00

ALTERNATE 2				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	EPOXY SANITARY MANHOLE LINING	V FOOT	110	\$ 600.00	\$ 66,000.00	\$ 291.00	\$ 32,010.00	\$ 420.00	\$ 46,200.00	\$ 625.00	\$ 68,750.00	\$ 460.00	\$ 50,600.00	\$ 3,000.00	\$ 330,000.00
A2-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 200,000.00	\$ 200,000.00
A2-3	TEMPORARY CONSTRUCTION HAUL ROAD	SQ YD	1,350	\$ 50.00	\$ 67,500.00	\$ 26.50	\$ 35,775.00	\$ 55.00	\$ 74,250.00	\$ 1.00	\$ 1,350.00	\$ 30.00	\$ 40,500.00	\$ 125.00	\$ 168,750.00
A2-4	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 2 TOTAL =				\$ 156,000.00		TOTAL =	\$ 90,785.00	TOTAL =	\$ 136,450.00	TOTAL =	\$ 85,600.00	TOTAL =	\$ 108,500.00	TOTAL =	\$ 713,750.00

ALTERNATE 3				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A3-1	CURED-IN-PLACE SEWER LINING, 8"	FOOT	3235	\$ 55.00	\$ 177,925.00	\$ 45.00	\$ 145,575.00	\$ 40.00	\$ 129,400.00	\$ 38.00	\$ 122,930.00	\$ 43.00	\$ 139,105.00	\$ 95.00	\$ 307,325.00
A3-2	CURED-IN-PLACE SEWER LINING, 10"	FOOT	70	\$ 70.00	\$ 4,900.00	\$ 138.00	\$ 9,660.00	\$ 125.00	\$ 8,750.00	\$ 119.00	\$ 8,330.00	\$ 50.00	\$ 3,500.00	\$ 450.00	\$ 31,500.00
A3-3	LATERAL SERVICE CONNECTION REINSTATEMENT	EACH	90	\$ 150.00	\$ 13,500.00	\$ 115.00	\$ 10,350.00	\$ 110.00	\$ 9,900.00	\$ 100.00	\$ 9,000.00	\$ 150.00	\$ 13,500.00	\$ 500.00	\$ 45,000.00
A3-4	CUT PROTRUDING SERVICE CONNECTIONS	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 245.00	\$ 245.00	\$ 1,000.00	\$ 1,000.00
A3-5	SEWER CLEANING, HEAVY GRADE	FOOT	665	\$ 5.00	\$ 3,325.00	\$ 6.00	\$ 3,990.00	\$ 6.00	\$ 3,990.00	\$ 4.40	\$ 2,926.00	\$ 10.00	\$ 6,650.00	\$ 15.00	\$ 9,975.00
A3-6	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 35,000.00	\$ 35,000.00
A3-7	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 3 TOTAL =				\$ 225,150.00		TOTAL =	\$ 186,575.00	TOTAL =	\$ 168,490.00	TOTAL =	\$ 159,086.00	TOTAL =	\$ 183,500.00	TOTAL =	\$ 444,800.00



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

January 10, 2023

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

Attention: Joe Fitzpatrick  
Water & Sewer Superintendent

Subject: 2023 Sewer System Rehabilitation Program  
**Engineer's Award Recommendation**  
(CBBEL Project No. 160373.00002)

Dear Mr. Fitzpatrick,

On Tuesday, December 20, 2022 at 10:00 a.m. bids were received and opened for the 2023 Sewer System Rehabilitation Program. Five bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the bid proposals and all documents were in compliance with Village requirements. The project consisted of a Base Bid and three Bid Alternates. The Base Bid consisted of approximately 750 vertical feet (VF) of epoxy manhole lining, Alternate 1 consisted of approximately 450 VF of epoxy manhole lining, Alternate 2 consisted of approximately 110 VF of epoxy lining and Alternate 3 consisted of approximately 3,305 linear feet of cured-in-place pipe (CIPP) lining. The bid results have been reviewed and are tabulated below:

CONTRACTOR	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	BASE BID + ALT. 2 & 3
Engineer's Estimate	\$287,500.00	\$175,000.00	\$156,000.00	\$255,150.00	\$698,650.00
Structured Solutions	\$236,250.00	\$141,950.00	\$90,785.00	\$186,575.00	\$513,610.00
Kim Construction Company	\$337,000.00	\$204,000.00	\$136,450.00	\$168,490.00	\$641,940.00
Hoerr Construction	\$349,250.00	\$156,750.00	\$85,600.00	\$159,086.00	\$593,936.00
Benchmark Construction	\$353,500.00	\$208,500.00	\$108,500.00	\$183,500.00	\$645,500.00
National Power Rodding Corp	\$727,500.00	\$465,000.00	\$713,750.00	\$444,800.00	\$1,886,050.00

It is CBBEL's understanding that the Village would like to award the Base Bid, Alternate 2, and Alternate 3. Alternate 1 will not be awarded. Structured Solutions LLC is the low bidder for the combination of the Base Bid plus Alternate 2 and Alternate 3 with a total bid amount of \$513,610.00. We have reviewed Structured Solutions' bid document and find it to be in order. CBBEL has contacted references and determined Structure Solutions has successfully completed projects of similar size and scope for other area municipalities and is capable of completing this project.

Therefore, we recommend awarding the 2023 Sewer System Rehabilitation Program to Structured Solutions LLC in the amount of \$513,610.00. The bid tabulation is enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', written in a cursive style.

Alex Schaefer, PE  
Project Manager

Enclosure as Noted

cc: Ken Howard – Tinley Park

Christopher B. Burke Engineering, Ltd.  
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Lockport, Illinois 60441

VILLAGE OF TINLEY PARK  
2023 SANITARY SYSTEM REHABILITATION PROGRAM  
(CBBEL PROJECT NO. 160373.00002)

BID SUMMARY  
BID OPENING DATE: DECEMBER 20, 2022

	<b>BIDDER</b>	<b>BASE BID</b>	<b>ALTERNATE 1</b>	<b>ALTERNATE 2</b>	<b>ALTERNATE 3</b>
	ENGINEER'S ESTIMATE	\$ 287,500.00	\$ 175,000.00	\$ 156,000.00	\$ 225,150.00
1	STRUCTURED SOLUTIONS	\$ 236,250.00	\$ 141,950.00	\$ 90,785.00	\$ 186,575.00
2	KIM CONSTRUCTION	\$ 337,000.00	\$ 204,000.00	\$ 136,450.00	\$ 168,490.00
3	HOERR CONSTRUCTION	\$ 349,250.00	\$ 156,750.00	\$ 85,600.00	\$ 159,086.00
4	BENCHMARK CONSTRUCTION	\$ 353,500.00	\$ 208,500.00	\$ 108,500.00	\$ 183,500.00
5	NATIONAL POWER RODDING	\$ 727,500.00	\$ 465,000.00	\$ 713,750.00	\$ 444,800.00

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VILLAGE OF TINLEY PARK  
2023 SANITARY SYSTEM REHABILITATION PROGRAM  
(CBBEL JOB 160373.00002)

BID TABULATION  
BID OPENING DATE: DECEMBER 20, 2022

BASE BID				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	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	EPOXY SANITARY MANHOLE LINING	V FOOT	750	\$ 350.00	\$ 262,500.00	\$ 291.00	\$ 218,250.00	\$ 420.00	\$ 315,000.00	\$ 445.00	\$ 333,750.00	\$ 450.00	\$ 337,500.00	\$ 750.00	\$ 562,500.00
2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 150,000.00	\$ 150,000.00
3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL =				\$ 287,500.00		TOTAL =	\$ 236,250.00	TOTAL =	\$ 337,000.00	TOTAL =	\$ 349,250.00	TOTAL =	\$ 353,500.00	TOTAL =	\$ 727,500.00

ALTERNATE 1				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	EPOXY SANITARY MANHOLE LINING	V FOOT	450	\$ 350.00	\$ 157,500.00	\$ 291.00	\$ 130,950.00	\$ 420.00	\$ 189,000.00	\$ 325.00	\$ 146,250.00	\$ 440.00	\$ 198,000.00	\$ 900.00	\$ 405,000.00
A1-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50,000.00	\$ 50,000.00
A1-3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
ALTERNATE 1 TOTAL =				\$ 175,000.00		TOTAL =	\$ 141,950.00	TOTAL =	\$ 204,000.00	TOTAL =	\$ 156,750.00	TOTAL =	\$ 208,500.00	TOTAL =	\$ 465,000.00

ALTERNATE 2				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	EPOXY SANITARY MANHOLE LINING	V FOOT	110	\$ 600.00	\$ 66,000.00	\$ 291.00	\$ 32,010.00	\$ 420.00	\$ 46,200.00	\$ 625.00	\$ 68,750.00	\$ 460.00	\$ 50,600.00	\$ 3,000.00	\$ 330,000.00
A2-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 200,000.00	\$ 200,000.00
A2-3	TEMPORARY CONSTRUCTION HAUL ROAD	SQ YD	1,350	\$ 50.00	\$ 67,500.00	\$ 26.50	\$ 35,775.00	\$ 55.00	\$ 74,250.00	\$ 1.00	\$ 1,350.00	\$ 30.00	\$ 40,500.00	\$ 125.00	\$ 168,750.00
A2-4	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 2 TOTAL =				\$ 156,000.00		TOTAL =	\$ 90,785.00	TOTAL =	\$ 136,450.00	TOTAL =	\$ 85,600.00	TOTAL =	\$ 108,500.00	TOTAL =	\$ 713,750.00

ALTERNATE 3				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A3-1	CURED-IN-PLACE SEWER LINING, 8"	FOOT	3235	\$ 55.00	\$ 177,925.00	\$ 45.00	\$ 145,575.00	\$ 40.00	\$ 129,400.00	\$ 38.00	\$ 122,930.00	\$ 43.00	\$ 139,105.00	\$ 95.00	\$ 307,325.00
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A3-3	LATERAL SERVICE CONNECTION REINSTATEMENT	EACH	90	\$ 150.00	\$ 13,500.00	\$ 115.00	\$ 10,350.00	\$ 110.00	\$ 9,900.00	\$ 100.00	\$ 9,000.00	\$ 150.00	\$ 13,500.00	\$ 500.00	\$ 45,000.00
A3-4	CUT PROTRUDING SERVICE CONNECTIONS	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 245.00	\$ 245.00	\$ 1,000.00	\$ 1,000.00
A3-5	SEWER CLEANING, HEAVY GRADE	FOOT	665	\$ 5.00	\$ 3,325.00	\$ 6.00	\$ 3,990.00	\$ 6.00	\$ 3,990.00	\$ 4.40	\$ 2,926.00	\$ 10.00	\$ 6,650.00	\$ 15.00	\$ 9,975.00
A3-6	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 35,000.00	\$ 35,000.00
A3-7	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 3 TOTAL =				\$ 225,150.00		TOTAL =	\$ 186,575.00	TOTAL =	\$ 168,490.00	TOTAL =	\$ 159,086.00	TOTAL =	\$ 183,500.00	TOTAL =	\$ 444,800.00

## 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 Structured Solutions (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 **Five Hundred Thirteen Thousand Six Hundred Ten and 00/100 Dollars (\$513,610.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **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

### Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors.* Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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The undersigned \_\_\_\_\_, as \_\_\_\_\_ and on behalf  
(Name) (Title)  
of \_\_\_\_\_ having been duly sworn under oath certifies that:  
(Contractor)

### Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership      ☐ LLC  
☐ Corporation      ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

\_\_\_\_\_

Authorized to do business in the State of Illinois: Yes [ ] No [ ]

Describe supporting documentation attached: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_

Social Security # (if an individual or sole proprietor): \_\_\_\_\_

Registered with Illinois Department of Revenue: Yes ☐ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

Registered with Illinois Department of Employment Security: Yes ☐ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

### **Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years Yes ☐ No ☐

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

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### **EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes ☐ No ☐

### **Employee Classification**

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A ☐ Yes ☐ No ☐

### **Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

\_\_\_\_\_ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

\_\_\_\_\_ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

\_\_\_\_\_ Form C Additional Information (if required)

\_\_\_\_\_ Certificate of Good Standing  
(or other evidence of compliance with laws pre-requisite to doing business in the state)

\_\_\_\_\_ Illinois Department of Revenue registration

\_\_\_\_\_ Illinois Department of Employment Security registration

\_\_\_\_\_ Standards of Apprenticeship/Apprentice Agreements

\_\_\_\_\_ Substance Abuse Prevention program (or applicable provision from CBA in effect)

\_\_\_\_\_ Written Safety Policy Statement signed by company representative

\_\_\_\_\_ OSHA cards evidencing 10-hour or greater safety program completed, if requested

\_\_\_\_\_ Workers' Compensation Coverage

\_\_\_\_\_ Professional or Trade Licenses

### 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

### **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.

\_\_\_\_\_  
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. 2019-O-079**

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

***[Signature Page to Follow]***

**CONTRACTOR NAME**

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Michael W. Glotz, Village President  
*(required if Contract is \$20,000 or more)*

\_\_\_\_\_  
Date

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 the Sanitary Sewer Rehabilitation Program as detailed below:**

This work consists of epoxy manhole lining and cured-in-place pipe lining of various diameters. The project shall also include all sewer cleaning and televising, bypass pumping and all collateral work necessary to complete the work as specified.

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

# Form A

### Subcontractors who will Perform Work on the Project

[illegible]

**Form B**

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Form C

### Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

[illegible]

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



# Interoffice Memo

**Date:** January 9, 2023  
**To:** Pat Carr – Village Manager  
**From:** John Urbanski – Public Works Director  
**Subject:** Purchase Request – 110' Sabre Monopole for Post #20 (Loyola) Lift Station

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

Description: As a communication requirement for the Water & Sewer Department's operational functionality, antenna structures are required at each site. The initial design documents for the Post #20 lift station specified a 50' antenna mast. Due to an increase of construction in the western corridor, a site survey of all Public Safety communications was conducted.

In response to findings, possibility of the current radio site being relocated, and potential for additional structures degrading signal strength in the area, it is staffs' recommendation to increase the originally specified antenna structure to a 120' monopole tower.

This request is only for the purchase of the upgraded tower with tower and site-specific engineering. Sabre Industries has been the recommended equipment supplier as a leader in the antenna industry and correlation to other sites within the Village. Installation of the tower base foundation and underground equipment will be coordinated as a change order through the current, awarded contractor for Post #20 (Speiss Construction).

It is the recommendation of staff that the Village Board approve engineering and equipment purchase from Sabre Industries for purchase of a 110' Sabre Monopole and peripheral equipment as reflected in the attached proposal of \$45,500.

Staff Direction Request:

1. Approve Purchase Order for 110' monopole with Sabre Industries, in the amount of \$45,500 for equipment at the Post #20 Lift Station near 183<sup>rd</sup> and Old LaGrange Rd. as requested and approved in the FY22 budget.
2. Direct Staff as necessary.

Attachment:

1. Sabre Industries Proposal.



# Interoffice Memo

**Date:** January 12, 2023  
**To:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager  
**From:** Terry Lusby, Jr., Facilities & Fleet Superintendent  
**Subject:** LED Street Lighting Replacement - Odyssey Project Award

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action.

Scope of Work: Staff is requesting authorization to replace and upgrade the streetlight poles, fixtures, and infrastructure in the Odyssey Golf Club Subdivision. All the streets within the subdivision were dedicated as private roads when the subdivision was initially built, but the installed streetlights and infrastructure does not meet our Village Standards. Currently, Public Works maintains the outdated streetlights which are no longer manufactured. Public Works has been upgrading existing High-Pressure Sodium/Metal Halide/Mercury streetlights to LED streetlights throughout the Village since FY2017 and for this phase staff recommends all of the streetlights and infrastructure in the Odyssey Golf Club Subdivision be upgraded as well.

Description: Due to deficits of the existing infrastructure, purchase will also consist of all applicable labor and materials to replace streetlight poles, and fixtures. Two (2) bids were opened and read publicly on Wednesday, December 7<sup>th</sup>, 2022, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows:

<u>Contractor</u>	<u>As Read &amp; Calculated Bid</u>
Utility Dynamics Corp., Oswego, IL	\$753,113
H & H Electric, Franklin Park, IL	\$810,629

Collected bids came in higher than expected due to surges in material pricing because of the COVID-19 ramifications. Staff recommends the Board award this project based on luminaire, streetlight poles, and unit duct line items which have long lead times and may be subject to price increases if not ordered in the near future. Staff has requested additional funds in the FY2024 Budget to pay for the construction phase of this project. Staff will submit a follow up memo in the next budget year to complete the balance of the project line items.

Budget / Finance FY2023: Funding is available in the approved FY23 Capital Project Budget.

Budget Available	\$560,000
FY2023 Material Costs	\$553,418
<b>Difference – Under Budget</b>	<b>\$6,582</b>

Staff Direction Request: Approve contract with Utility Dynamics Corp, of Oswego, IL for the LED Street Lighting Replacement - Odyssey Project as indicated above in the amount of \$553,418.

Attachments:

1. Christopher Burke Engineering Letter of Recommendation.
2. Bid Tabulation.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

**VILLAGE OF TINLEY PARK****ODYSSEY CLUB SUBDIVISION LED STREET LIGHTING REPLACEMENT**

CBBEL PROJECT NO. 01.R160373.00003D

**BID TABULATION****ENGINEER'S OPINION OF  
PROBABLE  
CONSTRUCTION COST****UTILITY DYNAMICS CORP.  
23 COMMERCE DR.  
OSWEGO, IL 60543****H&H ELECTRIC CO.  
2830 COMMERCE ST.  
FRANKLIN PARK, IL 60131**

Item No.	Item Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STD. 701301	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,080.00	\$ 1,080.00	\$ 4,873.39	\$ 4,873.39
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STD. 701427	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 2,240.00	\$ 2,240.00	\$ 54.76	\$ 54.76
26 56 00/01	LED ROADWAY LUMINAIRE, BLACK, 120 WATT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,112.00	\$ 1,112.00	\$ 1,094.80	\$ 1,094.80
26 56 00/02	LED DECORATIVE LUMINAIRE, ACORN, 59 WATT	EACH	51	\$ 3,500.00	\$ 178,500.00	\$ 3,794.00	\$ 193,494.00	\$ 3,855.60	\$ 196,635.60
26 56 00/03	LED DECORATIVE POLE, BLACK	EACH	51	\$ 3,800.00	\$ 193,800.00	\$ 3,412.00	\$ 174,012.00	\$ 5,322.66	\$ 271,455.66
26 56 00/04	LED DECORATIVE LUMINAIRE, ACORN, 59 WATT, FURNISH AND DELIVER TO VILLAGE	EACH	5	\$ 3,500.00	\$ 17,500.00	\$ 3,615.00	\$ 18,075.00	\$ 3,855.60	\$ 19,278.00
26 56 42/01	FUSE KITS AND WIRE SPLICING MATERIALS	EACH	51	\$ 150.00	\$ 7,650.00	\$ 0.01	\$ 0.51	\$ 113.07	\$ 5,766.57
81603037	UNIT DUCT, 1 1/4" DIA., 3/C #6	FOOT	15,400	\$ 11.00	\$ 169,400.00	\$ 12.00	\$ 184,800.00	\$ 10.13	\$ 156,002.00
82500310	LIGHTING CONTROLLER, PAD MOUNT, 240V, 60A	EACH	5	\$ 15,000.00	\$ 75,000.00	\$ 12,000.00	\$ 60,000.00	\$ 13,042.24	\$ 65,211.20
83600100	LIGHT POLE FOUNDATION, 18" DIA.	FOOT	306	\$ 200.00	\$ 61,200.00	\$ 170.00	\$ 52,020.00	\$ 170.08	\$ 52,044.48
84200600	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	51	\$ 500.00	\$ 25,500.00	\$ 435.00	\$ 22,185.00	\$ 219.03	\$ 11,170.53
84200804	REMOVAL OF POLE FOUNDATION	EACH	51	\$ 500.00	\$ 25,500.00	\$ 345.00	\$ 17,595.00	\$ 269.27	\$ 13,732.77
84500110	REMOVE EXISTING LIGHTING CONTROLLER	EACH	5	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00	\$ 339.75	\$ 1,698.75
	REESTABLISH ELECTRIC SERVICE CONNECTIONS	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 1,300.00	\$ 6,500.00	\$ 1,017.98	\$ 5,089.90
	BONDS AND INSURANCE	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 6,521.51	\$ 6,521.51
<b>TOTAL COST</b>					<b>\$ 781,550.00</b>		<b>\$ 753,113.51</b>		<b>\$ 810,629.92</b>

## 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 **Utility Dynamics Corp.** (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 **Five Hundred and Fifty Three Thousand, Four Hundred Eighteen and 10/100 Dollars (553,418)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
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### Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors.* Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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The undersigned \_\_\_\_\_, as \_\_\_\_\_ and on behalf  
(Name) (Title)  
of John Burns Construction having been duly sworn under oath certifies that:  
(Contractor)

### Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC  
☐ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

\_\_\_\_\_

Authorized to do business in the State of Illinois: Yes [ ] No [ ]

Describe supporting documentation attached: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_

Social Security # (if an individual or sole proprietor): \_\_\_\_\_

Registered with Illinois Department of Revenue: Yes ☐ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

Registered with Illinois Department of Employment Security: Yes ☐ No ☐

Describe supporting documentation attached (if “No,” explain): \_\_\_\_\_

### **Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years Yes ☐ No ☐

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

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### **EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes ☐ No ☐

### **Employee Classification**

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A ☐ Yes ☐ No ☐

### **Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

\_\_\_\_\_ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

\_\_\_\_\_ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

\_\_\_\_\_ Form C Additional Information (if required)

\_\_\_\_\_ Certificate of Good Standing  
(or other evidence of compliance with laws pre-requisite to doing business in the state)

\_\_\_\_\_ Illinois Department of Revenue registration

\_\_\_\_\_ Illinois Department of Employment Security registration

\_\_\_\_\_ Standards of Apprenticeship/Apprentice Agreements

\_\_\_\_\_ Substance Abuse Prevention program (or applicable provision from CBA in effect)

\_\_\_\_\_ Written Safety Policy Statement signed by company representative

\_\_\_\_\_ OSHA cards evidencing 10-hour or greater safety program completed, if requested

\_\_\_\_\_ Workers' Compensation Coverage

\_\_\_\_\_ Professional or Trade Licenses

### 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.

Utility Dynamics Corp.  
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.

Utility Dynamics Corp.  
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.

Utility Dynamics Corp.  
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.

Utility Dynamics Corp.  
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)

Utility Dynamics Corp.  
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.

Utility Dynamics Corp.  
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. 2019-O-079**

Utility Dynamics Corp.  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

***[Signature Page to Follow]***

**Utility Dynamics Corp.**

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Michael W. Glotz, Village President  
*(required if Contract is \$20,000 or more)*

\_\_\_\_\_  
Date

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 LED Streetlighting Replacement – Odyssey Project as detailed in:**

- **Christopher Burke Engineering Letter of Recommendation**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

# Form A

### Subcontractors who will Perform Work on the Project

[illegible]

**Form B**

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Form C

### Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

[illegible]

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

# **PUBLIC COMMENT**

**ADJOURNMENT**