

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

**NOTICE IS HEREBY GIVEN** that a special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 2, 2023, beginning at 6:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON APRIL 18, 2023.
4. DISCUSS CLASS DV LIQUOR AND VIDEO GAMING LICENSE FOR DARLA'S WEST, 8004 171<sup>ST</sup> STREET.
5. DISCUSS PAVEMENT MANAGEMENT PROGRAM/MOTOR FUEL TAX:
  - a. APPROPRIATION OF FUNDS
  - b. REBUILD ILLINOIS
6. DISCUSS CONTRACT WITH TERRY'S FORD FOR A FLEET VEHICLE PURCHASE – FORD F550.
7. DISCUSS CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD (CBBEL) FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 191ST STREET AND HARLEM AVENUE.
8. DISCUSS ORDINANCE AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "STANDING COMMITTEES".
9. DISCUSS SPECIAL COUNSEL APPOINTMENT FOR DEL GALDO LAW GROUP.
10. DISCUSS THE APPOINTMENT OF KLEIN, THORPE, AND JENKINS, LTD. AS ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF TINLEY PARK.
11. DISCUSS PROFESSIONAL SERVICE CONTRACT WITH RORY GROUP, LOBBYIST.
12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**April 18, 2023 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** – At 6:03 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  
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  
M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager  
H. Lipman, Assistant Village Manager  
M. Walsh, Police Chief  
D. Adamski, Assistant Finance Director  
S. Klotz, Fire Chief  
D. Ritter, Community Development Director  
J. Urbanski, Public Works Director  
D. Framke, Marketing Director  
A. Arrigo, Human Resources Director  
P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD MARCH 21, 2023** – Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to approve the minutes of the Committee of the Whole meeting held on March 21, 2023. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #4 – DISCUSS LIQUOR CODE AMENDMENTS** – Recently an establishment inquired about a liquor license for its food truck. The business is looking for more ways to engage in community events and expand offerings during in-town private events. The Liquor Code currently does not have a license classification that exists for such purposes. Research was completed as well as discussions with the Police Department and the Village Health and Consumer Protection Officer.

Staff recommended the addition of a liquor license classification to allow the sale of alcohol on food trucks. The code would still require any interested party to complete the liquor license process with approval from the Village Board. This classification would require the establishment itself to maintain a liquor license

and be in good standing with the Village before any application could be made for a food truck liquor license.

Currently, the Health and Consumer Protection Officer has an application process and registration for all food trucks. Therefore, the food truck will also need to be registered and in good standing under these requirements as well.

A draft amendment was provided to the Board.

President Pro Tem Mueller requested clarifying the section regarding identification checks. He would also like the sale hours defined to which Trustees Brady and Brennan concurred. Hannah Lipman, Assistant Village Manager, replied, the hours will be more restrictive than the current licensing.

Motion was made by Trustee Sullivan, seconded by Trustee Brennan to recommend liquor code amendments be forwarded to the May 2, 2023, Village Board meeting. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #5 – RECEIVE UPDATE ON DOWNTOWN PARKING AMENDMENTS** – As the Village continues to redevelop downtown Tinley Park and add events, there is a need to more clearly specify the locations where free public parking is available to patrons. While the Village has an ample number of public parking lots to support the business needs of the downtown core, the signage in these locations is insufficient and/or misleading which is causing a perception that there is a lack of available parking.

To make public parking in the downtown area more convenient, accessible, and visible to the public, staff recommended changes to the parking regulations and signage at the Oak Park Avenue Metra station parking lots.

Permit parking times will be revised to 5:00 a.m. until 10:00 a.m. by May 1, 2023, in the North and South lot. After 10:00 a.m. on weekdays and all day on Saturday and Sunday parking in these lots will be free. The redesigned parking signage will be created in-house. Signs will be installed at each entrance to the lots to relay the availability of free parking more clearly. These signs will be supported with additional directional signage directing people to all available public parking lots. No formal amendments to the agreement with Metra or to the Municipal Code are necessary for the minor time adjustment.

**Item #6 – DISCUSS AMENDMENTS TO CHAPTER 129F OF THE TINLEY PARK MUNICIPAL CODE – CRIME FREE HOUSING** – This amendment changes the word “eviction” to “abatement” which allows the landlord more options to abate a nuisance (or criminal conduct) on a case-by-case basis. The word “eviction” is changed to “abatement” in the body of the Ordinance and in the Crime Free Lease Addendum.

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 Brady to recommend amendments to Chapter 129F of the Tinley Park Municipal Code – Crime Free Housing 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 #7 – DISCUSS ORDINANCE FOR PAY SCALES FOR THE FISCAL YEAR ENDING APRIL 30, 2024** – The Village’s pay plan establishes the compensation structure under which Village employees are paid and defines positions for non-union staff.

A 3% market wage adjustment (MWA) for fiscal year 2024, effective May 1, 2023, was recommended.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend an Ordinance for Pay Scales for the Fiscal Year Ending April 30, 2024, 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 #8 – DISCUSS PAVEMENT MANAGEMENT PROGRAM (PMP) CONTRACT WITH IROQUOIS PAVING** – The Village’s PMP Resurfacing Program is an annual program that includes asphalt resurfacing, removal and replacement of selected areas of concrete sidewalk, curb and gutter removal and replacement, pavement striping, and other miscellaneous items of work. This year’s program includes approximately 8.24 miles of pavement improvements.

This bid was advertised on March 13, 2023, and four (4) sealed bids were received.

Contractor	Location	Base Bid Total
Iroquois Paving Corporation	Watseka, IL	\$4,027,065.10
Gallagher Asphalt Corporation	Thornton, IL	\$4,094,264.96
Austin-Tyler Construction, Inc.	Elwood, IL	\$5,091,267.89
PT Ferro Construction Company	Joliet, IL	\$5,689,565.29
Engineer’s Estimate		\$4,418,125.55

Funding is budgeted for in the FY24 Budget with MFT and non-MFT funds.

Budget Available:	\$4,100,000.00
Lowest Responsible Bidder:	\$4,027,065.10
Contingency Amount:	\$ 72,934.90
Difference:	\$ 0

Public Works recommended a contract with Iroquois Paving.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Brennan to recommend the Pavement Management Program (PMP) contract with Iroquois Paving 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 – DISCUSS 2023 SIDEWALK AND CURB PROGRAM CONTRACT WITH DAVIS CONCRETE** – The Village’s annual Sidewalk Flatwork and Curb Program addresses any required concrete maintenance. The scope of work consists of removal, replacement, and construction of new concrete sidewalks, curb and gutter, and driveways at various locations throughout the Village as determined by Staff.

This bid was advertised on March 13, 2023, and three (3) sealed bids were received.

Contractor	Location	Base Bid Total
Davis Concrete Construction Co.	Monee, IL	\$190,650
McGill Construction	Frankfort, IL	\$225,100
J&J Newell	Crete, IL	\$249,000
Engineer's Estimate		\$232,600

Public Works recommended a contract with Davis Concrete Construction Company. The contract has the option of two (2) – one (1) year renewals. This would be the first year out of the possible three (3) year contract.

Funding is budgeted for in the FY24 Budget.

Budget Available:	\$200,000
Lowest Responsible Bidder:	\$190,650
Contingency Amount:	\$ 9,350
Difference:	\$ 0

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 Sullivan to recommend the 2023 Sidewalk and Curb Program contract with Davis Concrete 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 – DISCUSS LANDSCAPE BED MAINTENANCE CONTRACT WITH SEMMER LANDSCAPE** – This RFP was advertised on January 28, 2023, and four (4) sealed proposals were received.

Company	City	Amount	Rating
Semmer Landscape	Chicago, IL	\$165,895.00	78.7
City Escape Garden and Design, LLC	Chicago, IL	\$203,528.73	77.7
Christy Webber Landscapes	Chicago, IL	161,258.65	68.3
HLS	Tinley Park, IL	\$148,746.13	42.3

Public Works recommended a contract with Semmer Landscape, who rated very high on the scoring for Landscape Bed Maintenance. The contract has the option of two (2) – one (1) year renewals. This would be the first year out of the possible three (3) year contract.

Funding is budgeted in the FY24 Budget.

Budget Available	\$175,000
Year 1 of 3 contract	\$165,895
Difference	\$ 9,105

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend the Landscape Bed Maintenance contract with Semmer Landscape 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 – DISCUSS LANDSCAPE PLANTERS AND BEAUTIFICATION CONTRACT RENEWAL WITH CITY ESCAPE GARDEN AND DESIGN**

– This service contract is a renewal for a qualified contractor to coordinate and provide seasonal planter installation and maintenance services. The Village has various types of planters, mostly focused around the downtown area along Oak Park Avenue, consisting of approximately 70 planters and 140 hanging baskets. Additional plant replacement where needed is also included in this contract.

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

Funding is requested in the FY24 Budget.

Budget Available	\$215,600.00
Budget Available additional	\$ 10,000.00
Year 2 of 3 contract	<u>\$222,173.06</u>
Difference under budget	\$ 3,426.94

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Brennan to recommend a Landscape Planters and Beautification contract renewal with City Escape Garden and Design 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 #12 – DISCUSS NATURALIZED AREA MAINTENANCE CONTRACT RENEWAL WITH STANTEC INC.**

– This service contract is a renewal for a qualified contractor to provide maintenance for stormwater areas including installation, management, and stewardship for naturalized areas at various locations throughout the Village.

Public Works recommended approval of the renewal contract to Stantec Inc. (previously Cardno) which rated very high on the RFP scoring and has proven on previous contracts to be a professional, reliable contractor with reasonable rates. The contract has the option of two (2) – one (1) year renewals. This would be the second year (first extension) out of the possible three (3) year contract.

Funding in the amount of \$189,500 will be available in the FY24 Budget; Storm Water Management.

Budget Available	\$189,500
Stormwater Area Maintenance Costs	<u>\$189,500</u>
Difference	\$ 0

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 the Naturalized Area

Maintenance contract renewal with Stantec Inc. 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 #13 – DISCUSS OAK PARK AVENUE SIDEWALK IMPROVEMENT PROJECT CONTRACT WITH MCGILL CONSTRUCTION** – The project shall consist of earth excavation, grading, sidewalk installations, detectible warning plates, pavement removal, Hot Mix Asphalt (HMA) pavement milling and resurfacing, curb removal and replacement, storm sewer installation, utility frame adjustments, fire hydrant relocations, parkway restoration, pavement markings, street light installations, and other incidental improvements to complete the project along the east side of Oak Park Avenue.

Five (5) bids were received and publicly read on March 29, 2023. The lowest, responsible bidder was McGill Construction, LLC in the amount of \$739,374.65.

Contractor	Location	Bid Total
McGill Construction, LLC	Frankfort, IL	\$739,374.65
Acura, Inc	Bensenville, IL	\$795,131.65
Davis Concrete Construction Co.	Monee, IL	\$843,300.69
J&J Newell Concrete Contractors Inc.	Burnham, IL	\$904,431.80
PT Ferro Construction Company	Joliet, IL	\$905,490.02
Engineer’s Estimate		\$780,591.90

Funds are available in FY24 Budget

Budget Available:	\$840,000.00
Lowest Responsible Bidder:	\$739,374.65
Contingency Amount:	<u>\$100,625.35</u>
Difference:	\$ 0

President Glotz noted this has been the request of residents for some time and thanked staff for moving this project forward.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend the Oak Park Avenue Sidewalk Improvement Project contract with McGill Construction 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 #14 – 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 Brady, 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 6:24 p.m.





# Interoffice Memo

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**Date:** May 2, 2023  
**To:** Village Board of Trustees  
**From:** Kristin Thirion  
**Subject:** Darla's West- Class DV License

The petitioner has approached the Mayor's Office seeking a Class DV license for a planned establishment at 8004 West 171<sup>st</sup> Street.

Darla's West will offer a full dine-in and catering menu and feature regular bingo, free buffet, and giveaway contest events.

## Kristin Thirion

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**From:** Tom [REDACTED]  
**Sent:** Tuesday, April 25, 2023 2:23 PM  
**To:** Michael Glotz  
**Cc:** Kristin Thirion  
**Subject:** Darla's West 8004 171st St

External Message Disclaimer

CAUTION: This email originated from outside of Tinley Park. DO NOT click links, open attachments or forward unless you recognize the sender and know the content is safe. Please delete or report suspicious emails to the helpdesk at x5087.

Dear Mr. Mayor,

My son would like to open up another location in Tinley Park.

We have been in business since 2006 and the residents and staff have been great to us over the years. We would like to continue that relationship by investing into another business in Tinley Park.

We set our standards high and the seniors and residents have always been our highest priority. We do weekly bingo, free buffet's, tv giveaways, and much more.

Will you please ask the board of trustees to support us in filling a vacancy in Tinley Park. We are hoping to open Darla's West at 8004 W. 171st street. We will have the same FULL menu as our other Darla's location at 183rd & OPA. The only problem is the amount of time it takes to turn around applications with the state. We would like for approval at your May 2nd village board meeting so, we can swiftly apply with the state for approval while we are doing the approximate \$450,000 buildout.

Again, we really appreciate all of the support that we have received over the last 17 years. If available we would graciously request a full liquor and gaming license.

Please forward my request for approval at the next Village Board meeting.

If you have any questions, please feel free to reach out to me as soon as possible.

Thank you in advance,

Tom McAuliffe  
[REDACTED]

Sent from my iPad

## COFFEE BLENDS

### AMERICANO CLASSICO

Italian Medium Roast

### AMERICANO

Italian Dark Roast

SMALL	MEDIUM	LARGE
1.75	2.25	2.45

### FILTRODEC

Decaf

### FLAVOR SHOTS

Hazelnut, French Vanilla, Caramel, Irish Cream

.50

## HOT BEVERAGES



COFFEE FLAVORS: Dark Chocolate, White Chocolate, Caramel, French Vanilla, Irish Cream

	SINGLE	DOUBLE	TRIPLE
ESPRESSO	1.15	1.95	2.75
MACCHIATO	2.55	3.25	3.75

Espresso topped with froth

EXTRA SHOT .80

S	M	L
2.25	2.75	3.25

### AMERICANO

Espresso combined with hot water

### CAPPUCCINO

1/3 Espresso, 1/3 steamed milk, 1/3 froth

S	M	L
3.25	3.95	4.25

### LATTE

Espresso with steamed milk

S	M	L
3.25	3.95	4.25

### MOCHA

Espresso, choice of white or dark chocolate mixed with steamed milk and topped with whipped cream

S	M	L
3.75	4.45	4.75

### CHAI TEA LATTE

Chai syrup combined with steamed milk

S	M	L
3.25	3.95	4.25

### MIGHTY LEAF TEA

Earl Grey, Tropical Green Tea, Chamomile Citrus, Bombay Chai

S	M	L
2.25	2.45	2.65

### HOT CHOCOLATE

White or dark chocolate mixed with steamed milk and topped with whipped cream

S	M	L
2.75	3.25	3.45

## COLD BEVERAGES

S	M	L
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### ICED COFFEE

2.45	2.75	2.95
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### ICED AMERICANO

Espresso over ice

2.50	2.95	3.45
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### ICED CAPPUCCINO

Espresso over ice with milk froth

3.50	4.25	4.75
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### ICED LATTE

Espresso and cold milk

3.50	4.25	4.75
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### ICED MACCHIATO

Iced Espresso, topped with froth

3.50	4.25	4.75
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### ICED MOCHA

Espresso, chocolate syrup and cold milk, topped with ice

3.75	4.45	4.95
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### MOCHA FRAPPE

Blended coffee & choice of white or dark chocolate

3.95	4.75	5.25
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### CARAMAEL FRAPPE

Blended coffee & caramel

3.95	4.75	5.25
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### SMOOTHIES

Strawberry, Strawberry Banana, Dreamsicle, Vanilla Bean

3.45	3.95	4.25
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## DARLA'S SPECIALTY SUBS

### Italian Sub

Provolone cheese, Ham, Capocollo, Salami, Bologna, lettuce, Real Mayonnaise & "The GOODS"

REG. SM.

6.95	3.95
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### American Sub

American cheese, Ham, Turkey, Roast Beef, lettuce, deli mustard, Real Mayonnaise & "The GOODS"

6.95	3.95
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### Darla's Club Sub

Provolone cheese, Ham, Turkey, Bacon, lettuce, tomato & Real Mayonnaise

6.95	3.95
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## BUILD YOUR OWN SANDWICH

Regular \$6.95 Small \$3.95

### BREAD CHOICES

White Sub (8" or 4"), Wheat Sub (7" or 3 1/2")

Sliced White or Rye (Regular only)

### CHOOSE A PREMIUM DELI MEAT

Ham, Turkey, Roast Beef, Chicken Breast, Capocollo, Hard Salami, Bologna, Corned Beef, Chicken Salad, Tuna Salad, Braunschweiger Liverwurst

### CHOOSE A CHEESE

American, Provolone, Baby Swiss, Mozzarella, Muenster, Pepper Jack, Vermont Cheddar

### TOPPINGS

Lettuce, Tomato, Onion, Cucumber, Giardiniera, Pickle Chips  
Real Mayonnaise, Cajun Gourmaise, Chipotle Gourmaise,  
Deli Mustard, Pub Style Horseradish Sauce, Deli Dressing,  
Branding Iron BBQ Sauce &

"The GOODS"

"The GOODS" is a mouthwatering addition to any Darla's sub. A mixture of tomato, red onions & cucumbers in a red wine vinaigrette, infused with Darla's own secret seasoning.

### EXTRAS

Extra Cheese \$1.25 Bleu Cheese Crumble \$1.25

Double Meat \$2.50 Avocado \$1.25

Add Bacon \$1.25

## PANINI

### REUBEN

Thinly sliced Corned Beef piled high and topped with Baby Swiss cheese, kraut and 1000 Island dressing.

6.95

### TURKEY, AVOCADO & BACON

Sliced Oven Gold Turkey & Bacon with thinly sliced tomatoes and mashed avocado, smothered in Mozzarella cheese

6.95

### POT ROAST

Delicious Homestyle Pot Roast topped with a Bleu cheese crumble

6.95

### Adult Grilled Cheese

Smoked Gouda & Mozzarella cheese with bacon & thinly sliced tomato

6.95

## WRAPS

### TURKEY, BACON & RANCH

Sliced Oven Gold Turkey, bacon, lettuce, tomato & ranch dressing wrapped in a sun-dried tomato & basil tortilla

6.95

### BUFFALO CHICKEN

Blazing Buffalo Chicken sliced with lettuce, tomato and ranch dressing wrapped in a sun-dried tomato & basil tortilla

6.95

### CHICKEN CAESAR

Sliced Golden Classic Chicken Breast & chopped romaine lettuce covered in creamy Caesar dressing and wrapped in a spinach tortilla

6.95

## HOT SANDWICHES

REG. SM.

### ITALIAN BEEF

with au jus

6.95	3.95
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### ITALIAN SAUSAGE

with marinara

6.95	3.95
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### ITALIAN MEATBALL

with marinara

6.95	3.95
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### POT ROAST

6.95	3.95
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## SALADS

### TOSSED

3.95

### CAESAR

6.50

### CHICKEN CAESAR

7.95

### CHICKEN WALNUT

7.95

### HOMESTYLE POTATO

1.95

### COLE SLAW

1.95



## BOAR'S HEAD SOUP

Small \$3.45 Large \$4.45



**FRESH BAKED GOODS**  
Donuts, Bagels, Muffins,  
Danishes, Cookies & more!!!  
Brought in daily from

**Zettlmeier's**  
*Bakerei*

**FOUNTAIN DRINKS**

SMALL	MEDIUM	LARGE
1.75	2.00	2.25
Coca-Cola, Sprite, Dr. Pepper, Dog n Suds Root Beer, Iced Tea, Raspberry Tea, Green River, Orange, Diet Lemon Lime, Diet Coke		
(Not available for delivery)		

**BEVERAGES**

Soda Bottle	2.25
Gatorade	2.95
Juice	2.49
Water Bottle	1.75
Milk	1.75

**Snacks**

\$1.29

Potato Chips, BBQ Chips, Salt & Pepper Chips,  
Sea Salt Chips, Doritos, Cheetos, Pretzels

**KIDS MENU**

\$4.95

Ham or Turkey with Cheese or  
Peanut Butter & Jelly

Apple Sauce or Cookie

Water, Juice Box,  
Small Fountain Drink

**DARLA'S CATERING SPECIALS**

**MINI SUBS**

	sm. Tray serves (10-12)	Lg. Tray serves (18-20)
<b>Italian Minis</b> Provolone cheese, Ham, Capocollo, Salami, Bologna, lettuce, Real Mayonnaise & "The GOODS"	29.95	49.95
<b>American Minis</b> American cheese, Ham, Turkey, Roast Beef, lettuce, deli mustard, Real Mayonnaise & "The GOODS"	29.95	49.95
<b>Darla's Club Minis</b> Provolone cheese, Ham, Turkey, Bacon, lettuce, tomato & Real Mayonnaise	29.95	49.95
<b>Mini Medley</b> Ham, Turkey & Roast Beef subs	29.95	49.95



**PARTY SUBS**

	sm. Tray serves (12-15)	Lg. Tray serves (25-30)
<b>Italian</b> Provolone cheese, Ham, Capocollo, Salami, Bologna, lettuce, Real Mayonnaise & "The GOODS"	3 foot 59.99	6 foot 109.99
<b>American</b> American cheese, Ham, Turkey, Roast Beef, lettuce, deli mustard, Real Mayonnaise & "The GOODS"	59.99	109.99
<b>Darla's Club</b> Provolone cheese, Ham, Turkey, Bacon, lettuce, tomato & Real Mayonnaise	59.99	109.99

**Darla's**  
*Deli & Cafe*

6800 W. 183rd St. Tinley Park, IL 60477  
Phone: 708-894-7100  
www.Darlasdeli.com

**Darla's**  
*Deli & Cafe*

**Eat, Drink & Win!!**

Hours

Monday - Saturday 6am - 2am  
Sunday 11am - 2am

Delivery



Monday - Friday 11am - 7pm



Proudly Featuring

**Boar's Head**

PREMIUM DELI MEATS & CHEESES



**Zettlmeier's**  
*Bakerei*

6800 W. 183rd St. Tinley Park, IL 60477  
Phone: 708-894-7100  
www.Darlasdeli.com



# Interoffice Memo

**Date:** April 25, 2023

**To:** Pat Carr – Village Manager  
Hannah Lipman – Assistant Village Manager  
John Urbanski – Public Works Director

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

**Subject:** FY2024 Pavement Management Program (PMP) Resurfacing Program – Motor Fuel Tax (MFT)

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

Description: The PMP Resurfacing Program is an annual program that includes asphalt resurfacing, removal and replacement of selected areas of concrete sidewalk, curb and gutter removal and replacement, pavement striping and other miscellaneous items of work. The Village budgeted \$4.2 million for the FY2024 Program and the project is intended to be funded with a combination of General Funds, Motor Fuel Tax and Rebuild Illinois Capital Improvement Funds.

In accordance with Illinois Compiled Statutes and IDOT procedures, an adoption of a resolution declaring the intent and appropriation of Motor Fuel Tax and Rebuild Illinois Funds is required for the FY2024 PMP Resurfacing Program.

Budget: Funding is in the Village Capital Budget as follows:

Fund 06:	\$ 790,561.00
Motor Fuel Tax Resolution:	\$2,456,912.00
Build Illinois Fund Resolution:	<u>\$ 952,526.84</u>
Total:	\$4,199,999.84
Lowest Responsible Bidder:	\$4,027,065.10
Contingency Amount:	\$ 172,934.74 (4.1%)

Staff Direction Request:

1. Approve resolutions for Motor Fuel Tax Funds to be allocated to the FY2024 PMP Resurfacing Program Resolution for Improvement by Municipality under the Illinois Highway Code.
2. Direct Staff as necessary.

Attachments:

1. Resolution for Improvement Under the Illinois Highway Code (Motor Fuel Tax)



Is this project a bondable capital improvement?  
 Yes  No

Resolution Type	Resolution Number	Section Number
Original		22-00125-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type  
 of Tinley Park Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
 the Illinois Highway Code. Work shall be done by Contract.  
Contract or Day Labor

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various	8.24	N/A	N/A	N/A

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

MFT Funds - Construction for various streets, pavement resurfacing with intermittent curb and gutter replacement, sidewalk replacement, pavement patching, drainage structure adjustments and other related work.

2. That there is hereby appropriated the sum of Two Million Four Hundred Fifty-Six Thousand, Nine Hundred and Twelve Dollars ( \$2,456,912.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nancy O'Connor Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Tinley Park in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Tinley Park at a meeting held on May 02, 2023.  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of May, 2023.  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date  
 \_\_\_\_\_

**Approved**  
 Regional Engineer Signature & Date  
 Department of Transportation  
 \_\_\_\_\_

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

**Instructions for BLR 09110 - Page 2 of 2**

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2023-R-046**

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**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN APPROPRIATION OF UP TO  
\$2,456,912.00 OF MOTOR FUEL TAX FUNDS FOR THE FY2024 PAVEMENT  
MANAGEMENT PROGRAM RESURFACING**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2023-R-046**

**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN APPROPRIATION OF UP TO \$2,456,912 OF MOTOR FUEL TAX FUNDS FOR THE FY2024 PAVEMENT MANAGEMENT PROGRAM RESURFACING**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing an (IDOT Resolution) appropriation of up to \$2,456,912.00 of Motor Fuel Tax Funds for the FY2024 Pavement Management Program, a true and correct copy of such Resolution being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 2<sup>nd</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 2<sup>nd</sup> day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

**EXHIBIT 1**

**Resolution for Improvement Under  
the Illinois Highway Code**

**\*Motor Fuel Tax\***

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-046, “**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN APPROPRIATION OF UP TO \$2,456,912.00 OF MOTOR FUEL TAX FUNDS FOR THE FY2024 PAVEMENT MANAGEMENT PROGRAM RESURFACING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on 2<sup>nd</sup> day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of May, 2023.

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VILLAGE CLERK



# Interoffice Memo

**Date:** April 25, 2023

**To:** Pat Carr – Village Manager  
Hannah Lipman – Assistant Village Manager  
John Urbanski – Public Works Director

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

**Subject:** FY2024 Pavement Management Program (PMP) Resurfacing Program – Rebuild Illinois Resolutions

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

Description: The PMP Resurfacing Program is an annual program that includes asphalt resurfacing, removal and replacement of selected areas of concrete sidewalk, curb and gutter removal and replacement, pavement striping and other miscellaneous items of work. The Village budgeted \$4.2 million for the FY2024 Program and the project is intended to be funded with a combination of General Funds, Motor Fuel Tax and Rebuild Illinois Capital Improvement Funds.

In accordance with Illinois Compiled Statutes and IDOT procedures, an adoption of a resolution declaring the intent and appropriation of Motor Fuel Tax and Rebuild Illinois Funds is required for the FY2024 PMP Resurfacing Program.

Budget: Funding is in the Village Capital Budget as follows:

Fund 06:	\$ 790,561.00
Motor Fuel Tax Resolution:	\$2,456,912.00
Build Illinois Fund Resolution:	<u>\$ 952,526.84</u>
Total:	\$4,199,999.84
Lowest Responsible Bidder:	\$4,027,065.10
Contingency Amount:	\$ 172,934.74 (4.1%)

Staff Direction Request:

1. Approve resolutions for Rebuild Illinois Funds to be allocated to the FY2024 PMP Resurfacing Program Resolution for Improvement by Municipality under the Illinois Highway Code.
2. Direct Staff as necessary.

Attachments:

1. Resolution for Improvement Under the Illinois Highway Code (Rebuild Illinois)



Is this project a bondable capital improvement?  
 Yes  No

Resolution Type	Resolution Number	Section Number
Original		22-00125-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type  
of Tinley Park Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
the Illinois Highway Code. Work shall be done by Contract.  
Contract or Day Labor

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various	8.24	N/A	N/A	N/A

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

MFT Funds - Construction for various streets, pavement resurfacing with intermittent curb and gutter replacement, sidewalk replacement, pavement patching, drainage structure adjustments and other related work.

2. That there is hereby appropriated the sum of Two Million Four Hundred Fifty-Six Thousand, Nine Hundred and Twelve Dollars ( \$2,456,912.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nancy O'Connor Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Tinley Park in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Tinley Park at a meeting held on May 02, 2023.  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of May, 2023.  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

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### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

**Instructions for BLR 09110 - Page 2 of 2**

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2023-R-047**

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**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN APPROPRIATION OF UP TO  
\$952,526.84 IN REBUILD ILLINOIS BOND FUNDS FOR THE FY2024 PAVEMENT  
MANAGEMENT PROGRAM RESURFACING**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2023-R-047**

**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN  
APPROPRIATION OF UP TO \$952,526.84 IN REBUILD ILLINOIS BOND  
FUNDS FOR THE FY2024 PAVEMENT MANAGEMENT PROGRAM  
RESURFACING**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing an (IDOT Resolution) appropriation of up to \$952,526.84 in Rebuild Illinois Bond Funds for the FY2024 Pavement Management Program, a true and correct copy of such Resolution being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 2<sup>nd</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 2<sup>nd</sup> day of May, 2023, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**

## **Resolution for Improvement Under the Illinois Highway Code**

**\*Rebuild Illinois\***

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-047, “**A RESOLUTION (IDOT RESOLUTION) AUTHORIZING AN APPROPRIATION OF UP TO \$952,526.84 IN REBUILD ILLINOIS BOND FUNDS FOR THE FY2024 PAVEMENT MANAGEMENT PROGRAM RESURFACING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on 2<sup>nd</sup> day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of May, 2023.

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VILLAGE CLERK



# Interoffice Memo

**Date:** April 24, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeny, Street Superintendent  
**Subject:** Fleet Vehicle Purchase Approval – Ford F550

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

Background: The Street department (Road and Bridge) requested 3 (three) Ford F450/ F550 Dump Trucks in the FY24, 3 (three) of these trucks were carryover from FY23. The requests were approved in the FY24 budget.

Description: In preparation for the approved budget to be released, the head mechanic contacted Ford to begin the order process. Ford responded with a new ordering criteria that has since been updated due to shortages. The Village received a letter from Ford stating that we are only allotted 1 (one) Super Duty vehicle per year. The Village utilized our 1 (one) allotted Super Duty Ford F550 through SPC (Suburban Purchasing Cooperative) to be delivered June-July. We had to carry-over the other (2) Super Duty requests and added additional funds for the vehicle increasing.

After receiving the letter from Ford limiting us to (1) vehicle per year, staff researched other manufactures' trucks with our specifications. Unfortunately, all manufacturers we contacted did not have any vehicles available.

Public Works located 1 (one) truck that meets our specifications at Terry's Ford in Peotone, IL as a direct purchase from the dealer:

Source	Retail	Discounted Amount
Terry's Ford	\$125,850.00	<b>\$117,256.00</b>
SPC	n/a	\$105,436.56

Budget / Finance: Funding is budgeted in the FY24 Budget.

Budget Available	\$125,000.00
One (1) F550 Truck	<u>\$117,256.00</u>
Difference under budget	\$ 7,744.00

Staff Direction Request:

1. Approve the purchase for a F550 Truck with Terry's Ford Peotone, IL in the amount of \$117,256.00.
2. Direct Staff as necessary.



**Business Preferred Network**

SALES SERVICE FINANCE

**TERRY'S FORD**  
**363 N. HARLEM AVENUE**  
**PEOTONE IL 60468**  
**708-258-2400 X2248**  
**815-922-8405 Direct**  
**e-mail: [yourfordstore@aol.com](mailto:yourfordstore@aol.com)**

**PROPOSAL**

**Date: April 5, 2023**

**To: Village of Tinley Park**

**Re: 2022 Ford F450 4x4 with Monroe Snowfighter Package**  
**Including Stainless Dump Body, Hydraulics Package, Plow and Spreader**  
**See Complete Details**  
**On ground – just delivered – ready for service**

**\$117,093.00 Truck and Equipment**  
**155.00 Title**  
**8.00 M Plate**

**Total: \$117,256.00**

**Submitted by: Linda Sucich**  
**Fleet/Municipal Acct. Mgr.**  
**708-248-2400 X2248**  
**815-922-8405 Work Cell**



**Nathan Oscarson  
Government Sales**

**16800 Executive Plaza Dr  
Dearborn, MI 48126**

Dear Tinley park QD956:

Ford Pro™ is excited to begin taking orders for the all-new 2023 model year (23MY) Super Duty® starting in mid-November. The next-generation 2023 Ford F-Series Super Duty takes our trusted heavy-duty truck to the next level with must-have tech such as Pro Power Onboard™ and our exclusive suite of software and services that help maximize uptime, accelerate productivity and lower the cost of ownership.

Given the shortened model year, continuing microchip shortage and global supply chain disruptions, we anticipate an over-subscribed Super Duty government order bank.

To avoid uncertainty about the quantity of trucks we will be able to supply, I'm pleased to introduce our Super Duty Allocation Program. Under this new program, we will reserve production slots for our best Super Duty state and local government partners. This pilot program will provide transparency, certainty and allow you to better plan for your future fleet needs.

**Based on your five-year average Super Duty purchase history, your anticipated allocation for 23MY will be 1 units (the "projected allocation").**

While every effort will be made to supply your projected allocation, please remember that orders in the dealer's order banks are no guarantee of future production. In addition, inflation and significant rises in raw material costs are impacting new vehicle pricing. We will not guarantee price protection on unbuilt 22MY orders that are re-entered into the 23MY order bank. However, once a purchase order is submitted to your Ford dealership, we will honor the current price level throughout the entire model year, regardless of when the Super Duty is produced or delivered.

We appreciate your understanding as we work through these challenging times. Please contact your dealership representative for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

*Nathan Oscarson*

**National Government Sales Manager**



## TRUCKS

### **Ford Delays Super Duty Truck Production**

The SPC will solicit bids on 2024 models when specifications are released in mid-2023.

### **Product Information**

**Contract #178**-Ford F-250 Super Duty Pick Up:

**Contract #181**-Ford F-450 XL Chassis Cab:

#### **Currie Motors**

10125 W. Laraway Rd.

Frankfort, IL 60423

P: 815-464-9200 F: 815-464-7500

Contact Person: Tom Sullivan

[tsullivan@curriemotors.com](mailto:tsullivan@curriemotors.com)

### **Product Information - Contract #182**

Ford F-550 XL 4x2 Chassis Cab:

#### **Sutton Auto Group**

21315 Central Avenue

Matteson, IL 60443

Cell: 219-201-1819

Contact Person: Kyle Mohrbach

[kmohrbach@suttonford.com](mailto:kmohrbach@suttonford.com)



# Interoffice Memo

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**Date:** April 28, 2023

**To:** Pat Carr – Village Manager  
Hannah Lipman – Asst. Village manager

**From:** John Urbanski, Public Works Director

**Subject:** Professional Services Agreement, 191<sup>st</sup> St. & Harlem Ave. - Christopher B. Burke Engineering, Ltd.

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

Description:

Christopher B. Burke Engineering, Ltd. (CBBEL) has presented a proposal for Professional Engineering Services for professional engineering services related to hydraulic modeling and analysis of the property located at the southwest corner of 191<sup>st</sup> Street and Harlem Avenue.

This requested work is to allow the ability to develop the property generally located in the southwest quadrant of 191<sup>st</sup> and Harlem Ave. Flossmoor Drainage Ditch is a Zone A floodplain which flows through the property from south to north. Staff has recommended utilizing CBBEL to complete hydraulic modeling of Flossmoor Ditch to determine the current floodplain limits and Base Flood Elevation (BFE). This will be used to understand the limitations of potential development and the challenges to accommodate specific development plans. Staff has requested CBBEL to analyze options to minimize the floodplain area on the site with cut and fill operations in a way that would maximize the remaining buildable area. As part of these analyses, CBBEL may be given specific site plan scenarios and directed to analyze whether the floodplain requirements can be met.

Staff Direction Request:

1. Approve Agreement with CBBEL in amount not to exceed \$45,000.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.
2. Proposal letter from CBBEL.



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

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

April 27, 2023

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

Attention: John Urbanski, CPWP-M  
Public Works Director

Subject: Professional Engineering Services Proposal  
**Hydraulic Modeling of 191<sup>st</sup> & Harlem Property**  
Time & Materials Agreement  
Tinley Park, Illinois

Dear Mr. Urbanski:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to hydraulic modeling and analysis of the property located at the southwest corner of 191<sup>st</sup> Street and Harlem Avenue. Included in this proposal are our Understanding of the Assignment, Assumed Scope of Services and Estimated Work Effort.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand that the Village of Tinley Park (Village) owns the property generally located in the southwest quadrant of 191<sup>st</sup> and Harlem Avenue. Flossmoor Drainage Ditch is a Zone A floodplain which flows through the property from south to north. We understand that the Village would like CBBEL to complete hydraulic modeling of Flossmoor Ditch to determine the current floodplain limits and Base Flood Elevation (BFE). This will be used to understand the limitations of potential development and the challenges to accommodate specific development plans. We also understand that the Village would like CBBEL to analyze options to minimize the floodplain area on the site with cut and fill operations in a way that would maximize the remaining buildable area. As part of these analyses, CBBEL may be given specific site plan scenarios and directed to analyze whether or not the floodplain requirements can be met.

**ASSUMED SCOPE OF SERVICES**

CBBEL's assumed scope of work generally includes the following items:

- Obtain, review, and update as needed any existing regulatory hydraulic models that may exist for Flossmoor Ditch.
- Determine whether regulatory flow rates exist, or whether new flow rates must be developed based on newer Bulletin 75 rainfall data.
- Complete a hydraulic model for Flossmoor Ditch through the subject property and establish the 100-year BFE.

- Floodplain fill and compensatory storage calculations for a generic proposed scenario that maximizes the site's buildable area.
- Hydraulic modeling of the generic proposed scenario to verify that floodplain requirements are met.
- Review development-specific site plans as directed and provided by the Village to determine whether the floodplain requirements can be accommodated.
- Complete stormwater detention calculations as needed to support development scenarios.
- Prepare exhibits and summary memoranda as needed.

The following items will not be completed under this scope of work:

- Topographic surveying of the site including Flossmoor Drainage Ditch; it is assumed that we will either use Will County aerial topography or site-specific topography that was completed for other developments proposed in the past.
- Permitting of any proposed development scenario.

It shall be understood that as the project unfolds, CBBEL's role and Scope of Services will be further refined. It is anticipated that a subsequent proposal will be provided to the Village once this information is available.

**ESTIMATED WORK EFFORT**

As directed by the Village, CBBEL will perform this work and bill the Village on a time and materials (T&M) basis. ***This work shall have a not-to-exceed fee of \$45,000.***

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file. We will not exceed the fee without written permission of the client.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Thomas T. Burke, Jr., PhD, PE  
 Executive Vice President  
 Head, Water Resources Department

Encl. Tinley Park Schedule of Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF TINLEY PARK:

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Village of Tinley Park  
 Effective 7/1/2022 through 4/30/2023

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**REVISED, SEPTEMBER 2018**

<u>Personnel</u>	Charges*
	(\$/Hr)
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit



# Interoffice Memo

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**Date:** May 2, 2021  
**To:** Village Board  
**From:** Laura Godette  
**Subject:** Amendment to Village Code – Standing Committees

Attached is the proposed ordinance amending various sections of Title III Chapter 30 Section 40 of the Tinley Park Municipal Code entitled “Standing Committees”.

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

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**ORDINANCE**  
**2023-O-XXX**

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**AN ORDINANCE AMENDING TITLE III CHAPTER 30  
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED  
“STANDING COMMITTEES”**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O’CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DENNIS P. MAHONEY**  
**MICHAEL G. MUELLER**  
**KENNETH E. SHAW**  
**COLLEEN 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

**VILLAGE OF TINLEY PARK**

Cook and Will  
Counties, Illinois

**ORDINANCE NO. 2023-O-XXX**

**AN ORDINANCE AMENDING TITLE III CHAPTER 30  
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED  
“STANDING COMMITTEES”**

**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; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village to conform the committee structure to reflect the actual operations of the Village and to efficiently schedule said meetings; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park to amend the aforementioned provisions of the Tinley Park Municipal Code pursuant to this Ordinance; and

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

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein. The Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

**SECTION 2:** That Title III, Chapter 30, Section 40 (30.40) of the Tinley Park Municipal Code entitled “STANDING COMMITTEE” of the Tinley Park Municipal Code is hereby amended by deleting the following strikethrough language and adding the following underlined language

**§ 30.40 STANDING COMMITTEES.**

The following are hereby established as the Standing Committees of the Board of Trustees of the Village:

- (A) **Finance Committee** shall have the following functions:
- ~~(1) Participate in financial reporting and audit functions;~~
  - (1) Participate in the preparation of Annual Budget, Financial Reporting and audit functions;
  - (2) Participate in revenue generation activities, including property tax levies, sales tax, and other taxes imposed by the Village;
  - (3) Participate in matters pertaining to long-term financing/bonds;
  - (4) Participate in matters and recommendations from the Treasurer’s Office.



(B) ~~Economic and Development~~ **Community Development** Committee shall have the following functions:

~~(1) Participate in the identification and development of initiatives relating to the marketing of Village assets and programs;~~

~~(2) Identify and develop initiatives to achieve economic gain to the Village while preserving the integrity of the Village and its brand;~~

~~(3) Communicate information and events of the Village to the public;~~

~~(4) (1) Participate in the comprehensive planning of Village uses, both development and redevelopment;~~

~~(5) (2) Participate in planning requests, including development and redevelopment;~~

~~(6) (3) Participate in responding to requests for zoning and building ordinance variances;~~

~~(7) (4) Participate in ensuring compliance with Village zoning, building and health ordinances;~~

~~(8) (5) Participate in the incorporation of green initiatives into codes where applicable/practical;~~

~~(9) (6) Participate in matters pertaining to Building Code changes;~~

~~(10) (7) Participate in consumer protection initiatives;~~

(8) Participate in economic development efforts including special taxing areas and tax increment financing districts:

~~(11) (9) Participate in the review of all Economic Incentive policies and agreements.~~

(C) **Public Safety Committee** shall have the following functions:

(1) Participate in addressing matters of public safety, including police, fire and emergency management services;

(2) Participate in matters pertaining to outsourced services that provide public safety services (ambulance).

(D) **Administration and Legal Committee** shall have the following functions:

(1) Participate in all matters concerning the organization, reorganization and efficient management of Village government;

(2) Participate in the monitoring of federal and state legislation and administrative regulations in which the Village may have an interest;

(3) Participate in human resources activities, including compensation and collective bargaining and internal communications;

(4) Participate in matters pertaining to outsourced Service Agreements in conjunction with departments/liaisons;

(5) Participate in the periodical review and making of recommendations for changes to the Village Code.

(E) **Public Works Committee** shall have the following functions:

(1) Participate in matters pertaining to Village infrastructure and maintenance of streets, sanitary sewers and water lines under Village jurisdiction;

(2) Participate in the village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under Village jurisdiction;

(3) Participate in matters regarding outsourced services for engineering maintenance;

(4) Participate in coordination/ communication with other jurisdictions/ agencies.

(F) **Budget Marketing Committee** shall have the following functions:

- ~~—(1) Participate in the preparation of the annual budget;~~
- ~~—(2) Participate in development efforts pertaining to special taxing areas and tax increment financing districts;~~
- ~~—(3) Participate in communications with external constituencies.~~
- (1) Participate in identifying, developing and overseeing the marketing of the Village assets and programs;
- (2) Participate in identifying and developing initiatives to achieve economic gain to the Village while preserving the integrity of the Village and its brand;
- (3) Participating in communications with external constituencies.
- (4) Participating in communicating information and events of the Village of Tinley Park to the public.

(G) **License Committee** shall have the following functions:

- (1) Participate in matters pertaining to Village issued licenses.

(H) The Village's Standing Committees shall meet when determined necessary by the Chair of the respective committee or any two of its members. All Standing Committee meetings shall be noticed and held in accordance with the Illinois Open Meetings Act.

**SECTION 3:** Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 5:** The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 2<sup>nd</sup> day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2<sup>nd</sup> day of May, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’ CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance 2023-O-XXX, “AN ORDINANCE AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “STANDING COMMITTEES”” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 2<sup>nd</sup> day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2<sup>nd</sup> day of May, 2023.

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NANCY O’ CONNOR  
VILLAGE CLERK



# Interoffice Memo

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**Date:** May 2, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager

**Subject:** Engagement Letter – Del Galdo Law Group, LLC Special Counsel to the Village of Tinley Park

Attached is the Standard Terms of Engagement for legal services letter between Del Galdo Law Group, LLC and the Village of Tinley Park. Services rendered include special counsel to the Village on special projects. The fee schedule for this service is:

\$215.00 per hour for attorneys

\$85.00 per hour for paralegal/legal assistants



DEL GALDO LAW GROUP, LLC

*Attorneys & Counselors*

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May 2, 2023

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

**RE: Legal Representation/Fee Agreement**

Dear Mayor Glotz:

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

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

**Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our staff. The rate shall be \$215 per hour for work performed on this engagement by our attorneys, and \$85 per hour for work performed by our paralegals/legal assistants. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein. All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Village at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the Village’s behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. With respect to any third-party charges, the Firm may recommend expert witnesses; however, the Village will have final approval authority in regard to any third-party contractors the Firm may hire to work on this matter. In all respects, the Firm’s invoicing will be in accordance with the Standards.

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

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

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

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

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

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

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

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

Very Truly Yours,

DEL GALDO LAW GROUP, LLC

By: Michael T. Del Galdo

The foregoing agreement is accepted

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

Date: \_\_\_\_\_, 2023

# **Del Galdo Law Group, LLC**

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

### **INTRODUCTION**

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

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

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

### **SCOPE OF OUR WORK**

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

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

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

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

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



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

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

## **REVIEW FOR CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

### **ADDITIONAL CHARGES**

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

#### **Graphics and Production Services**

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

### Courier Services

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

### Computer Aided Legal Research (CALR)

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

### Telephone

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

### Travel-Related Expenses

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

### All Other Costs

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

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

## **BILLING ARRANGEMENTS AND TERMS**

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

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

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

### **ADVANCES**

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

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

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

### **DISCLAIMER**

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

### **THIRD PARTY CONTRACTORS**

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

### **COOPERATION**

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

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

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

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



# Interoffice Memo

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**Date:** May 2, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager

**Subject:** Engagement Letter – Klein, Thorpe & Jenkins, LTD. For Legal Services  
(Administrative Hearing Officer)

This engagement letter between Klein, Thorpe & Jenkins, LTD and the Village of Tinley Park is to continue providing legal services as the Village's Administrative Hearing Officer. The fee schedule for this service is:

\$215.00 per hour for partner's time  
\$195.00 per hour for associate's time  
\$105.00 per hour for paralegal's time

The Engagement Letter is attached.

**KTJ**

KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law

20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

April 21, 2023

**VIA EMAIL ONLY**

Honorable Michael Glotz  
Village President  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

**RE: KLEIN, THORPE & JENKINS, LTD. ENGAGEMENT LETTER TO PROVIDE  
LEGAL SERVICES TO THE VILLAGE OF TINLEY PARK**

Dear President Glotz:

On behalf of Klein, Thorpe and Jenkins, Ltd., thank you for the opportunity to submit this engagement letter to continue providing legal services to the Village of Tinley Park (“Village”) as its administrative hearing officer. Our firm will bill the Village for our professional services based on the time we spend working on matters referred to us in tenth (0.10) of an hour increments. Our rates for services are those in the fee schedule attached hereto in **Tab 1**.

We will render monthly billing statements to the Village indicating the current status of your account, both for services rendered and for costs incurred on your behalf. The amount shown as due on these statements, if any, shall be payable no later than thirty (30) days after the date of the statement.

Please review the enclosed Fee Agreement in **Tab 2** and contact me should you have any questions. If acceptable, please sign and date the Fee Agreement and return the same to us.

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

Respectfully,

KLEIN, THORPE & JENKINS, LTD.



Jason A. Guisinger

**TAB 1**

**FEE SCHEDULE**

Our minimum time increment for billing purposes is one-tenth (.1) of an hour. Substantive phone communications are billed at a minimum of three-tenths (.3) of an hour, and, if longer, the billing is fixed in one-tenth (.1) increments of an hour. The firm does not bill for secretarial or clerical work nor for any consultations within our firm. We provide itemized monthly statements with date, description and time spent.

**A. LEGAL SERVICES FOR ADMINISTRATIVE HEARING OFFICER:**

\$215.00 per hour for partner's time  
\$195.00 per hour for associate's time  
\$105.00 per hour for paralegal's time

**B. MISCELLANEOUS EXPENSES:**

Miscellaneous expenses incurred are billed as follows:

Copying	20¢ per page
Printing	actual cost
Delivery	actual cost
FAX	no charge
Filing Fees	actual cost
Mileage	no charge
Computer Research	actual cost
Secretarial	no charge



**Tab 2**


**Fee Agreement**

The undersigned, Michael Glotz, Village President of the Village of Tinley Park (“Village”), having first been duly authorized by the corporate authorities of the Village, has reviewed the Engagement Letter from the law firm of Klein, Thorpe and Jenkins, Ltd. (“KTJ”) dated April 21, 2023, a copy of which is attached hereto and made a part hereof. The undersigned understands the scope of services outlined in the Engagement Letter and agrees that the services set forth therein comprise the legal services KTJ is authorized and directed to undertake on behalf of the Village. The undersigned also has reviewed the proposed hourly fee structure in the Engagement Letter and finds the proposed fees to be fair and reasonable. The undersigned also acknowledges and agrees that the Village shall be responsible for payment all fees and costs incurred within the scope of services as outlined in the Engagement Letter.

**Village of Tinley Park**

**Klein, Thorpe and Jenkins, Ltd.**

By: \_\_\_\_\_  
Michael Glotz, Village President

  
By: \_\_\_\_\_  
Jason A. Guisinger, Partner

Date: \_\_\_\_\_, 2023

Date: April 21, 2023



# Interoffice Memo

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**Date:** May 2, 2023  
**To:** Village Board  
**From:** Pat Carr, Village Manager  
**Subject:** Rory Group – Contract Renewal

Staff is recommending the contract renewal for lobbying services by the Rory Group. The Rory Group has provided much needed legislative support at the State and County levels. Their monthly fee is \$3,500 per month for one year not to exceed \$42,000.

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT** (“Agreement”) is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the “Consultant”) and the Village of Tinley Park (“VOTP”) as of the 5th day of June 2023.

**WHEREAS**, “VOTP” wishes to obtain the benefits of Consultant’s experience and know-how in connection with the operation of “VOTP”’s business; and

**WHEREAS**, “VOTP” wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to “VOTP” on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, “VOTP” and Consultant agree as follows:

1) **Consulting Services.**

- a) “VOTP” hereby engages Consultant as a consultant to “VOTP”, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) advise and assist “VOTP” on ways to improve its operations; (2) Monitor and lobby the appropriate government officials at the State and County levels; (3) Provide the Village of Tinley Park current reports of major legislation that would affect the Village; (4) Formulate a strategy to help the Village of Tinley Park advance legislation at the State and County levels and in the private business community; (5) Coordinate and execute the strategy and provide advice on governmental and private business matters; (6) the Consultant will pursue Capitol opportunities on behalf of “VOTP” within a new Capitol Bill or a re-authorization of existing Capitol; (7) coordinate with “VOTP” to advance local and regional agenda. (8) perform such other additional services as may be assigned to Consultant from time to time by “VOTP” including, but not limited to, lobbying activities and expansion of governmental relations.
- b) In performance of its duties under this Agreement, the Consultant shall report and be responsible only to the “VOTP” and/or designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.
- c) In the performance of its duties under this Agreement, Consultant agrees that it will not:
  - i) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of “VOTP”, or otherwise bind “VOTP”, in any manner whatsoever;

- ii) engage in any conduct, or cause “VOTP” to engage in any conduct, which would result in “VOTP”’s breach or violation of any agreement, law, ordinance, or regulation;
  - iii) sign any checks on behalf of or authorize any payments by “VOTP” in any manner whatsoever.
  - d) “VOTP” acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than “VOTP” (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of “VOTP”.
- 2) **Term.** The term of Consultant’s retention and engagement under this Agreement shall begin on June 1, 2023 and shall end on June 30, 2024.
- 3) **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, “VOTP” agrees to pay Consultant a total fee (“Fee”) of Forty-two thousand dollars (\$42,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Five Hundred Dollars (\$3,500) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant’s engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. “VOTP” will not pay any unemployment compensation or workers’ compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses.** Without the prior written consent of “VOTP”, Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. “VOTP” reserves the right to review all expenses incurred by the Consultant on “VOTP”’s behalf. If “VOTP” elects to review the expenses incurred by Consultant, Consultant shall provide “VOTP” with a detailed expense report within ten (10) days after request by “VOTP” for the same.
- 6) **Termination of Agreement.** This agreement may be terminated by “VOTP” at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

“VOTP” may terminate this agreement for cause, if, in “VOTP”’s reasonable judgement, Consultant: (1) is unwilling or unable to perform its duties or obligations pursuant to this Agreement, (2) Commits any dishonest, fraudulent or grossly negligent act in its capacity as a Consultant to “VOTP” or engages in any other conduct that casts “VOTP” in a bad light by association, (3) in bad faith acts in a manner materially inconsistent with the best interests of “VOTP”, or, (4) otherwise breaches this Agreement, (any of the above acts or omissions

herein after referred to as “Breach”), and does not cure such Breach to “VOTP”’s reasonable satisfaction within ten (10) days of receipt of written notices thereof from “VOTP”. In the event this Agreement is terminated for cause, Consultant should not be entitled to any further compensation.

- 7) **Independent Contractor**. It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of “VOTP”, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner, or joint venture of “VOTP”; and “VOTP” shall not exercise any control or supervision with respect to Consultant’s services, except to the extent that “VOTP” may provide specifications, descriptions, time schedules, and goals for projects and exercise the right to evaluate Consultant’s work product provided under this Agreement.
- 8) **Non-Disclosure**. Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of “VOTP”. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of “VOTP”:
  - a) disclose, directly or indirectly, any confidential information to anyone outside the employ of “VOTP”, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
  - b) use, directly or indirectly, any confidential information for the benefit of anyone other than “VOTP”.
- 9) **Indemnification**. “VOTP” shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by “VOTP”. Additionally, Consultant shall indemnify “VOTP” from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
- 10) **Notices**. All notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by “VOTP” shall be made to Consultant at Consultant’s address set forth below unless otherwise directed in writing.

To Company:           The Village of Tinley Park  
                              ATTN: Mr. Patt Carr, Village Manager  
                              16250 S. Oak Park  
                              Tinley Park, IL 60477

To Consultant:       Rory Group, LLC  
                              ATTN: Thomas A. Manion, Jr.  
                              212 W. Washington St., Unit 1904  
                              Chicago, IL 60606  
                              Facsimile: (312) 726-1405

Thomas R. Raines, Attorney at Law, LLC  
ATTN: Thomas R. Raines, Esq.  
815 W. Van Buren St., Suite 204  
Chicago, IL 60607  
Facsimile: (312) 226-1164

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

- 11) **Assignability**. Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.
  
- 12) **Miscellaneous**.
  - a) This Agreement constitutes the entire agreement of Consultant and “VOTP” with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
  - b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state’s principles regarding choice of law.
  - c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
  - d) Any party’s failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

**CONSULTANT:**

**COMPANY:**

Rory Group, LLC

Village of Tinley Park

By: \_\_\_\_\_  
Name: Thomas Manion  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PUBLIC  
COMMENT**



**ADJOURNMENT**