MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, July 18, 2017, beginning at 7:30 P.M. in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 P.M. CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ITEM #1
SUBJECT: CONSIDER APPROVAL OF AGENDA
ACTION: Discussion - Consider approval of agenda as written or amended.

ITEM #2
SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETING HELD ON JULY 11, 2017.
ACTION: Discussion: Consider approval of minutes as written or amended.

ITEM #3
SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:


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<thead>
<tr>
<th>Members</th>
<th>Associate Members</th>
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<tbody>
<tr>
<td>Beth Fahey</td>
<td>Courtney Rourke</td>
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<tr>
<td>Dennis Suglich</td>
<td>Jason Freeland</td>
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<td>Diane Galante</td>
<td>Jackie Bobbitt</td>
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<td>Jay Damm</td>
<td>Nick Halikias</td>
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<td>Julie Volkman</td>
<td>Nick Markowicz</td>
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<td>Julie Dekker</td>
<td>Vince Aiello</td>
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<td>Daniel Fitzgerald</td>
<td>Beth McKernan</td>
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<td>Greg Carter</td>
<td>Eduardo Mani</td>
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Aireen G. Arellano  Jeffery M. Loftus

C. CONSIDER RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPUSA FOR PROVISION OF AN INTERIM COMMUNITY DEVELOPMENT DIRECTOR WITH PAULA WALLRICH.

D. CONSIDER AWARDING A CONTRACT WITH AQUAMIST PLUMBING AND LAWN SPRINKLING CO., INC FOR LAWN IRRIGATION IN AN AMOUNT NOT TO EXCEED $28,907.

E. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 5, 2017 ON WESTBERRY LANE CUL-DE-SAC BETWEEN 8531 AND 8546 FROM 3:00 P.M. TO 10:00 P.M.

F. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON FRIDAY, JULY 28, 2017 ON 172ND ST. BETWEEN OAK PARK AVENUE AND 67TH CT FROM 4:00 P.M. TO 10:00 P.M. FOR A VFW #2791 FUNDRAISING EVENT.

G. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $1,711,601.22 AS LISTED ON THE VENDOR BOARD APPROVAL REPORT DATED JULY 14, 2017.

ACTION: Discussion: Consider approval of consent agenda items.

COMMENTS:__________________________

ITEM #4

SUBJECT: CONDUCT SWEARING IN CEREMONY FOR LIBRARY BOARD TRUSTEE PATRICIA ADARANJO – Clerk Thirion

ACTION: Discussion: Clerk Thirion will swear in newly appointed Library Board Trustee Patricia Adaranijo.

COMMENTS:__________________________

ITEM #5

SUBJECT: CONSIDER AWARDING A ONE YEAR EXTENSION UNDER THE CONTRACT WITH DENLER, INC. FOR CRACK SEALING - Trustee Younker

ACTION: Discussion: The annual crack sealing program entails filling cracks in the roadbed to protect the road base from moisture damage. By performing crack sealing, the life of the road surface is typically extended by two to three years. Approximately 350,000 feet of crack filling on Village owned roadways and 22,225 feet of Village owned parking lots is expected to be done during the 2017 construction season.
The Village previously solicited public bids for crack sealing on July 29, 2015 and awarded a contract to Denler, Inc. The terms of the agreement allow the Village to extend the contract for up to two (2) additional years, at the same pricing and terms, at the Village’s sole discretion. Denler, Inc. has performed crack sealing work for the Village in the past and their work has been deemed to be of acceptable quality. Staff is recommending that the Village authorize the third and final year of service under the contract. This item was discussed at the July 11, 2017 Public Works Committee meeting and recommended for approval. **Consider authorizing a contract extension with Denler, Inc. for the FY 2018 crack sealing program in an amount not to exceed $158,224.**

**COMMENTS:**

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**ITEM #6**  
**SUBJECT:** CONSIDER AWARDING A CONTRACT TO DAVIS CONCRETE FOR THE 175th STREET SOUTH-SIDEWALK INSTALLATION (RIDGELAND AVENUE TO TINLEY PARK HIGH SCHOOL) – **Trustee Younker**  

**ACTION:**  
Discussion: The sidewalks along 175th Street between Ridgeland Avenue and Tinley Park High School are incomplete. There is currently an uninterrupted sidewalk on the north side of the street, but this sidewalk lies on the opposite side of the street from the school. However, on the south side of 175th Street, the sidewalk currently ends about 350 feet east of Ridgeland Avenue. As a result, many students over the years have been walking in the street instead of using the available sidewalk on the north side of the street and putting themselves and vehicles at risk. The Village has received many complaints about the lack of sidewalk on the south side of 175th Street to the school. The scope of work includes the construction of a new sidewalk on the south side of 175th Street from the east side of Ridgeland Avenue to Tinley Park High School. The sidewalk alignment will be adjusted to accommodate existing landscaping along this route. Bids for this project were received on June 15, 2017 as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>As Read &amp; Calculated Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Concrete, Monee, IL</td>
<td>$143,984.60</td>
</tr>
<tr>
<td>Austin Tyler, Elmwood, IL</td>
<td>$163,567.00</td>
</tr>
<tr>
<td>JJ Newell Construction Co., Calumet City, IL</td>
<td>$194,705.00</td>
</tr>
<tr>
<td>G&amp;M Cement Construction, Inc., Addison, IL</td>
<td>$198,987.50</td>
</tr>
</tbody>
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It was determined that Davis Concrete provided the Village with the lowest responsive and responsible bid. **Consider awarding a contract to Davis Concrete for the 175th Street South Sidewalk Installation in an amount not to exceed $143,984.60.**

**COMMENTS:**
ITEM #7
SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS: 

____________________________________________________

____________________________________________________

ITEM #8
SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: 

____________________________________________________

____________________________________________________

ITEM #9
SUBJECT: CONSIDER ADJOURNING TO EXECUTIVE SESSION TO DISCUSS:

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

ADJOURNMENT
MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JULY 11, 2017

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the South Pavilion at the Tinley Park Convention Center, 18451 Convention Center Drive, Tinley Park, IL on July 11, 2017. President Vandenberg called this meeting to order at 7:30 p.m.

Present and responding to roll call were the following:

Village President: Jacob C. Vandenberg
Village Clerk: Kristin A. Thirion
Trustees: Brian H. Younker
          Michael J. Pannitto
          Cynthia A. Berg
          William P. Brady
          Michael W. Glotz
          Michael J. Mangin

Absent: None

Also Present:
Village Manager: David J. Niemeyer
Village Attorney: Patrick Connelly

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

Motion was made by Trustee Younker, seconded by Trustee Berg, to approve and place on file the minutes of the special Village Board meeting and the regular Village Board meeting held on June 20, 2017. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to consider approving the following Consent Agenda items.

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

A. CONSIDER THE FOLLOWING APPOINTMENTS FOR THE 2017/2018 PLAN COMMISSION:

- KEN SHAW, CHAIR
- TIM STANTON
- PETER KRONER
- EDUARDO MANI
- JOHN CURRAN
- LUCAS J. ENGEL
- ANGELA M. GATTO
- BILL LEMONNIER
- GARRETT GRAY

A. CONSIDER ORDINANCE NUMBER 2017-O-043, AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL ESTATE IN THE TINLEY DOWNES ADDITION SUBDIVISION (7942-7950 172ND STREET);
B. CONSIDER ORDINANCE NUMBER 2017-O-044, AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL ESTATE IN THE JOHN M. RAUHOFF SUBDIVISION;
C. CONSIDER RESOLUTION NUMBER 2017-R-037 REGARDING THE APPOINTMENT OF THE DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA);
D. CONSIDER EXTENDING A CONTRACT WITH RICK DANDAN FOR BUILDING INSPECTION SERVICES.
E. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 5, 2017, ON SHETLAND DRIVE BETWEEN TURNBERRY LANE AND TAYSIDE LANE FROM 10:00 A.M. TO 10:00 P.M.
F. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 5, 2017, ON CASTLE DRIVE BETWEEN 84TH AVENUE AND 175TH STREET FROM 3:00 P.M. TO 10:00 P.M.
G. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, AUGUST 20, 2017, ON LILAC LANE BETWEEN 8304 AND 17646 FROM 12:00 NOON TO 10:00 P.M.
H. CONSIDER REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH AUGUST 8, 2017, WITH THE WINNER BEING DRAWN THAT DAY AT SILVER LAKE COUNTRY CLUB.
I. CONSIDER REQUEST FROM ST. COLETTA’S OF ILLINOIS FOUNDATION TO CONDUCT A RAFFLE THROUGH NOVEMBER 30, 2017, WITH THE WINNER BEING DRAWN ON DECEMBER 1, 2017 AT ST. COLETTA’S.
J. CONSIDER REQUEST FROM ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE ON OCTOBER 17, 2017, WITH THE WINNER BEING DRAWN THAT DAY AT THE TINLEY PARK CONVENTION CENTER.

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

Motion was made by Trustee Glotz, seconded by Trustee Younker, to adopt and place on file ORDINANCE NUMBER 2017-O-033 AMENDING SECTION II (DEFINITIONS) AND SECTION IX (SIGN REGULATIONS) OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE. Consider recommending that the Village Board approve Text Amendments to Section II (Definitions) and Section IX (Sign Regulations) of the Village of Tinley Park Zoning Ordinance. The proposed Text Amendments include, but are not limited to: regulations for sign face area, sign height, quantity of signs, location of signs, sign materials, regulations for signage in the B-5 Zoning District, sign regulations for special areas and particular uses, temporary signs, nonconforming signs, and definitions for terms related to signage.
The Plan Commission held a Public Hearing on May 4, 2017, and unanimously recommended approval of the Text Amendment (7-0). However, in a separate vote regarding Section IX.D.2.j. of the Zoning Ordinance, the Commission voted (5-2) to recommend Option D (requiring the same background color, font color and font style for multi-tenant sign panels).

The Community Development Committee reviewed the recommendations from the Plan Commission meeting at their June 13, 2017, meeting and recommended approval of the proposed text amendments with the following exception: the Committee recommends Option B for the multi-tenant sign panels for ground mounted signs. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.

Trustee Pannitto stated that he would like to allow businesses to have their trademark colors on the signs. Community Development Director noted that they can. It is only the background color that this ordinance requires only the background color would remain consistent throughout the multi-tenant sign panel. Attorney Connelly noted that Staff should monitor if businesses feel this is too restrictive and report any finding to the Village Board.

Trustee Glotz noted that only Trustees Younker and Brady voted for Option B. He was not in attendance at the Community Development Committee meeting on June 13, 2017.

Debra Vandenberg stated her concerns about current businesses in the Village being unaware this amendment to the sign ordinance was coming before the Village Board and feels that businesses should have been notified. She questioned if current businesses could be grandfathered in. Trustee Pannitto noted that the Village is trying to make the code more clear so that businesses know what is expected.

Michael Paus stated that he feels this ordinance is too restrictive.


Motion was made by Trustee Berg, seconded by Trustee Glotz, to AWARD A PROFESSIONAL SERVICES AGREEMENT TO LAKOTA GROUP FOR A BUSINESS, PROGRAMMING AND MARKETING ACTION PLAN FOR DOWNTOWN TINLEY PLAZA. One of the action steps in the Branding Plan developed last year by Roger Brooks was a Business, Programming and Marketing Action Plan for Downtown Tinley Plaza. Brooks and another consultant, Lakota Group, submitted RFQs. The Branding Leadership Team Marketing Subcommittee interviewed both firms. The staff recommendation is to hire Lakota Group. Lakota Group has significant experience in downtown development in the Chicago area, including Homewood, Evanston and Highland Park. Staff believes they will bring a good mix of planning, marketing, and plaza programming to the project. Lakota’s cost is $79,965. The Brooks proposal is $85,000. The proposal includes opportunities for public input and also working with the Village Board and staff to synthesize our downtown planning efforts with planning of the plaza. The study is expected to be completed in three to five months. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.

Michael Paus stated that he feels that the placement of the new plaza and the fountain placement should not be part of this plan. He also stated his concerns about the use of consultants by the
Village. He would like to see the fountain be built now at Zabrocki Plaza.

Michael Stuckly stated his concerns about there being enough funds in the 2018 Budget for the fountain.

Trustee Younker noted that the Village would be meeting to discuss financing options for the fountain in the next two weeks.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Mangin. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Younker, to adopt and place on file RESOLUTION NUMBER 2017-R-039 APPROVING AND RECOMMENDING A FOUR YEAR 50% PROPERTY TAX ABATEMENT FOR THE PROPERTY LOCATED AT 8451 WEST 183RD PLACE (SURFACE SHIELD). This Resolution provides support for a four (4) year 50% property tax abatement of the Village’s portion only. The Tinley Park Incentive Policy allows a Will County property tax abatement for projects that meet Will County Center for Economic Development criteria. This project meets the goals and objectives for encouraging redevelopment in Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. This resolution was recommended for approval by the Economic Development and Marketing Committee at their June 27, 2017, meeting and was reviewed by the Economic Commercial Commission at their July 10, 2017, meeting. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Mangin. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mangin, seconded by Trustee Glotz, to AWARD A PROFESSIONAL SERVICES AGREEMENT TO ALLIANT/MESIROW INSURANCE SERVICES FOR HEALTH INSURANCE BROKER SERVICES. The Village recently did a Request For Qualifications for a new health insurance broker. The Village last did this in 2014 and selected Hallberg Insurance.

The Village would like to take the health insurance program to the next level and has interviewed a few brokerage firms. The following is included:

- Improved employee communication;
- New, nontraditional ideas on health insurance plans that will assist the Village to better manage costs;
- Familiarity with the rapidly changing health insurance laws and markets;
- A robust employee wellness plan; and
- A firm that is in a position to be able to institute and properly communicate a new plan for the upcoming October 1st plan year to our employees.

This will save the Village an annual cost of $50,000 per year;
- Flat fee is $42,000 per year for the first two years; the third year is based on CPI.

President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.
Michael Brown, former Tinley Park Police Officer, stated that in 2014 he was injured and has been declared catastrophically disabled. He noted that under Village pasted Ordinance 2016-O-054 takes benefits away from him that were promised to him prior to the aforementioned ordinance.

A concerned citizen stated that she feels the Board should have asked the employees how they feel about how this item would affect them.

The Village Attorney stated that this item has nothing to do with Police Insurance; this item is for a Health Insurance Broker, who will procure quotes for health insurance.

Trustee Mangin stated this Broker would communicate with staff.

Mayor Vandenberg stated Village Staff was part of the interview with these firms; employees were involved in the process.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Mangin. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mangin, seconded by Trustee Pannitto, to AUTHORIZE AN ENGAGEMENT LETTER WITH BKD LLP TO CONDUCT FRAUD RISK ASSESSMENT FOR THE VILLAGE OF TINLEY PARK. The Village recently sent out an RFQ for a fraud risk assessment. Six firms submitted proposals and BKD LLP was rated the most qualified firm. BKD LLP will evaluate current fraud prevention processes and procedures, provide guidance on methods to reduce risk, and issue a report prioritizing financial risks and identifying areas most vulnerable to fraud along with recommendations. The fees will be $45,000 plus a 4% administrative fee. President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.

Trustee Pannitto noted this is a good first step and is looking forward to control on procedures.

Trustee Mangin stated that this will be an independent view of procedures.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Mangin. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Berg, to adopt and place on file ORDINANCE 2017-O-045 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE – ADDITION OF ONE (1) CLASS EV LIQUOR/VIDEO LICENSE (7101 183RD STREET). The proposed Ordinance would increase the Class EV Liquor/Video Licenses by one (1). The applicant is proposing to operate a delicatessen with a grocery store at 7101 183rd Street. Video gaming for this establishment is permitted subject to the agreed upon condition that no video gaming signage will be placed on the premises. The respective license will be for the following business:

- Fratello’s Deli & Catering, 7101 183rd Street - Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class EV liquor/video licenses would be six
(6). President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.

Trustee Pannitto spoke to the two companion ordinances being presented before the Board, this one and the Ordinance presented in the following item. He stated that generally he is not a fan of gambling and he does not approve of the license for the store at 7101 183rd Street, but does see the advantage for the license for the business at 17823 80th Avenue. Trustee Pannitto hopes Fratello’s comes to the location on 183rd, but does not feel gambling should come with it.

Trustee Mangin stated that he had requested to see the architects drawing for this establishment; he has had the opportunity to see this drawing.

Trustee Berg is excited about this business coming to the Village.

Trustee Glotz stated that he would like to see the Village put a cap on video gaming licenses. He would like to only permit a video gaming license if an existing license is released or eliminated. He would not like to see 17823 80th Avenue remain vacant.


Motion was made by Trustee Brady, seconded by Trustee Mangin, to adopt and place on file ORDINANCE 2017-O-046 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE – ADDITION OF ONE (1) CLASS AV LIQUOR/VIDEO LICENSE (17823 80TH AVENUE). The proposed Ordinance would increase the Class AV Liquor/Video Licenses by one (1). The applicant is proposing to operate a full service restaurant at 17823 80th Avenue. Video gaming for this establishment is permitted. The respective license will be for the following business:

- Fratello’s Deli & Catering, 17823 80th Avenue - Video gaming is proposed at this location.

Upon approval of this Ordinance, the total number of Class AV liquor/video licenses would be twelve (12). President Vandenberg stated that this item was in its final adoption stage and asked if anyone cared to address the Board.

Trustee Glotz, due to the this business space being vacant for a long period of time and fire damage done to this space, is changing his opinion on a video game license for this space in order to help defer costs for the renovations.

Mayor Vandenberg noted that his office gets multiple requests for video and liquor licenses. He explained that funds generated from these licenses are earmarked for special events throughout the Village, such as Music in the Plaza. The sponsors for these events do not cover all the costs. Funds from these licenses also are earmarked for the Villages Branding program and entertainment in our downtown area. He stated there is a business aspect to these licenses.

Diane Galante suggested that the Board require the business to earn a percentage from their actual business in order to avoid having sole video gaming establishments (video gaming parlors). Attorney
Connelly noted that the Village board put a moratorium on the number of these video gaming parlors. They are capped at five (5) EV licenses specifically for video gaming parlors; they also must have over 2,000 square feet of space and a food menu. There are 795 businesses, seventy-seven (77) liquor licenses and twenty-seven (27) video-gaming licenses.

A concerned citizen asked if the gaming can be walled off in the business. Mayor Vandenberg stated there are state requirements for these types of things.

Wilma Penny suggested a step payment program for video gaming.


At this time Mayor Vandenberg made the following disclosure:

“It has come to my attention that certain social media sites have alleged that I have some sort of interest in the “Residences” at Brookside Glen which is before you tonight. I want to be clear that this information is patently false.

First, I have no interest in this property or project whatsoever. That includes financial or otherwise as defined by the Tinley Park Village Code or any other ethics statute I’m aware of. My uncle, my father’s brother, is the owner of the property in question. I want to reiterate that I personally am not involved nor do I have any interest in this endeavor or any other company or endeavors that my uncle, Scot Vandenberg, is involved in.

Moreover, I have never and will never use my position, either as Trustee or Mayor, to advocate for or against this project or any other project that a family member may be involved in. I hope this information helps you in analyzing this project like all others before you in accordance with the Zoning Code of Tinley Park and all other State and Federal laws.”

Mayor Vandenberg then turned this item over to President Pro-Tem Younker.

President Pro-Tem Younker stated the following:

That prior to making a motion on this, some discussion will be allowed due to the petitioner being here as well as the large number of residents in attendance at the meeting. However, a public hearing was not recreated. A complete record and the Board are aware of the testimony at the Public Hearing as well as the Plan Commission Findings and recommendations. The Petitioner was allowed to address the Board to make a brief statement. The objecting citizen group representative was also allowed to make a brief statement. Everyone else was allowed four (4) minutes to address the Board during public comment.

The Attorney for the Petitioner, Andrea Crowley, with Law Firm Griffin and Gallagher, gave a history of the project and thanked staff for all their help. She noted that if the Board votes no, the petitioner will most likely come back to the Village with a nine (9) building project.

Michael Mueller, representing the United Against Brookside Glen Group, stated that the group made their points at the Public Hearing on June 28, 2017, He feels this project will change the character of
the “neighborhood” and asked the Board to continue to hear their concerns.

Motion was made by Trustee Glotz, seconded by Trustee Pannitto, to ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION THAT BASED ON THE EVIDENCE PRESENTED THE SUBMITTED PROJECT FAILED TO MEET THE STANDARDS FOR THE GRANTING OF A SUBSTANTIAL DEVIATION FROM A PUD.

Village Attorney Connelly clarified what the Village Board would be voting on. The motion was made to accept the recommendation of the Plan Commission and essentially deny this project. This would be a failure at first reading and would not come back before the Village Board.

Vote on roll call: Ayes: Younker, Pannitto, Berg, Brady, Glotz, Mangin. Nays: None. Absent: None. President Pro-Tem Younker declared the motion carried.

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

President Vandenberg announced that the Downtown Tinley Block Party will take place on Sunday, July 16th from noon – 7:00 p.m. The Village will celebrate its 125th Year of Incorporation. He noted his appreciation for Public Works and Public Safety staff for their hard work that day.

Trustee Glotz congratulated Kiera Fitzmaurice, daughter of Tinley Park Fire Fighter Liam Fitzmaurice, who raised $1,570 for Tinley Wish at her lemonade stand earlier this summer. He thanked Clerk Thirion, Fire Chief Reeder, Deputy Fire Chief Klotz and founder of Tinley Wish, Dennis Mahoney, for supporting Kiara in her efforts.

Trustee Pannitto stated he hopes the petitioner for the Residences at Brookside Glen finds a new plan to fit into the quality of Tinley Park and its citizens.

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

Steve Reed gave his perspective on the Residence project as a Brookside Glen resident.

Katie Campbell thanked the Brookside Glen neighbors for their support.

Michael Paus thanked Clerk Thirion for organizing this meeting at a larger venue and congratulated the Brookside Glen residents.

Judy Jenny thanked Trustee Glotz for helping her solve an issue at her home. Trustee Glotz thanked Public Works Director Kevin Workowski for his help with this matter.

Helen Ricks thanked the Board for not approving the Residences at Brookside Glen.

Debra Hunter stated her concerns with the marketing survey done by the petitioner of the Residences at Brookside Glen.

Jim Cappella thanked the Board for listening to the residents.
Michael Mueller thanked the Board for supporting the citizens. He stated a special thanks to Trustee’s Pannitto, Glotz and Brady for returning emails and phone calls.

Dina Karch asked if the Board could put a cap on apartment dwellings in the Village. Attorney Connelly stated that would not be in compliance with State Law.

Rick Bruno presented a remembrance of former Tinley Park Police Officer Louis Jogman, who was shot in the line of duty forty (40) years ago.

Mayor Vandenberg stated that there will be no Executive Session at this meeting.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to adjourn the special Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the special Board meeting at 8:44 p.m.

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

APPROVED:

Jacob C. Vandenberg, Village President

ATTEST:

Kristin A. Thirion, Village Clerk
Consent A

CONSIDER APPOINTMENTS FOR THE 2017/2018 TINLEY PARK BRAND LEADERSHIP SUBCOMMITTEE OF THE MAINSTREET COMMISSION:

MEMBERS
Beth Fahey
Dennis Suglich
Diane Galante
Jay Damm
Julie Volkmann
Julie Dekker
Daniel Fitzgerald
Greg Carter

ASSOCIATE MEMBERS
Courtney Rourke
Jason Freeland
Jackie Bobbitt
Nick Halikias
Nick Markowicz
Vince Aiello
Beth McKernan
Eduardo Mani
July 10, 2017

Jacob C. Vandenberg
Tinley Park Mayor
Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477

Dear Mayor Vandenberg,

My name is Aireen G. Arellano, and I’ve been a Tinley Park resident for 25 years.

I am writing to inform you of my intention to join the Environmental Enhancement Commission (EEC) of Tinley Park. Bettering the environment through actions both great and small has been my passion for as long as I can remember. As a child, whenever the order forms for the Scholastic Book Club were distributed in school, I would run home to my parents and beg them to buy me all the books about saving the environment. Thankfully, they obliged, and I pored over the books like they were my life’s mission. The next day, I declared the newly-acquired eco-friendly tips to be mandate in our household.

Even though my family followed these eco-friendly tips, I always wanted to do more, beyond just changes at the house. I couldn’t wait to grow up so I could contribute in a larger way. I see the EEC as an opportunity to put my lifelong passion of bettering the environment into action. From meeting with EEC Chairperson Antonio Halek and interacting with other EEC members, I am inspired with the knowledge that the EEC is comprised of fellow citizens who genuinely care about promoting and preserving a healthful environment for others now and for the future. I want to be a part of this team.

Respectfully Yours,

[Signature]

Aireen G. Arellano

Enclosure
July 3rd, 2017

Jacob C. Vandenberg
Tinley Park Mayor
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Dear Mayor Vandenberg,

I am writing to inform you of my intention to become a member of the Environmental Enhancement Commission. I would like to be part of the charge to better our community.

I moved to Tinley in 2008 and have enjoyed the beautiful parks and green spaces ever since. In order for the Village of Tinley Park to continue to be a great place to live we must work to protect it. Through actions big and small, we can help Tinley Park be a great place to live for years to come.

Since meeting Antonio and other members of the EEC, I have felt the need to become more involved in our community. I feel I can be part of the team that is working towards an improved Tinley Park.

Regards,

Jeffery M. Loftus

Enclosure
MEMORANDUM

To: Community Development Committee

From: David Niemeyer, Village Manager

cc: Village Board
Pat Carr, Interim Assistant Village Manager
Paula Wallrich, Interim Community Development Director
Patrick Connelly, Village Attorney

Date: July 7, 2017

Re: GovTemp Community Development Director

It is recommended that the Village renew the Professional Services Agreement with GovTemps that expires July 31, 2017 to fill the position of Interim Community Development Director providing for management and staffing coverage. Entering into this contract will allow the Community Development Department to continue to provide excellent service while the Village hires a new permanent director. The agreement runs through July 31, 2018. The Village has previously utilized the services of GovTemps USA, LLC and has been pleased with their services and the staffing candidates they have offered. GovTemps will be paid $93.28 per hour, however, the Interim Community Development Director (Paula Wallrich) will be paid $66.23 per hour by GovTemps (this is a 2.5% increase from last year). The difference covers the employment costs incurred by GovTemps. When a new Community Development Director is hired, Paula Wallrich will revert to her old position of Interim Deputy Community Development Director and GovTemps will be paid $57.29 per hour (this is 2.5% more than what was in last year’s contract). Sufficient funds are budgeted for this purpose.
EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 1st day of August 2015 ("Effective Date") by and between GOVTEMPUSA, LLC, an Illinois limited liability company ("GovTemp"), and Village of Tinley Park, IL (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties")

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on Exhibit A hereto, hereinafter the "Worksite Employee." Exhibit A to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably denied by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision. If the Worksite Employee is removed from the Municipality after consultation between the parties, then the Agreement shall be terminated.

Section 1.02. Independent Contractor. GovTemp and the Worksite Employee are and shall remain independent contractors, and not an employee, agent, partner of, or joint venture with, the Municipality. GovTemp and the Worksite Employee shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality’s express written consent.
SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. At no time shall the Village be required to pay any amount in addition to the fees set forth in Section 3.01 of and Exhibit A to this Agreement, as amended. The Worksite Employee shall not be considered an employee of the Village and shall not be entitled to any of the various fringe benefits provided by the Village to its employees.

Section 2.04. Vacation, Sick and Personal Leave. The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Village. The Village shall not be charged any fees for any time the Worksite Employee misses work, provided that the Village notifies GovTemps of such absence(s).

Section 2.05. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.06. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.07. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.08. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:
(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemp and GovTemp’s insurance carriers shall have the right to inspect the Municipality’s premises, with the prior consent of the Municipality, to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemp’s rights under this paragraph affect the Municipality’s obligations to the Worksite Employee under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employee, the Municipality shall comply with all applicable employment-related laws and regulations as may be applicable, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to have remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but is not required to, make available an appropriate light duty work assignment for such Worksite Employee; and
(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee’s representative.

SECTION 3
FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement in the amount of the base compensation as fully identified on Exhibit A, as amended. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemp shall procure and maintain insurance to protect GovTemp from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of $1,000,000 per occurrence and $3,000,000 aggregate.

Section 4.02. Certificate of Insurance. Upon request, either party shall provide the other with one or more Certificates of Insurance, verifying the Municipality’s compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the
Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5  
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on August 1, 2015 and shall continue in effect thereafter for a period of one (1) year (July 31, 2016) or until it is terminated in accordance with the remaining provisions of this Section 5. This Agreement may be extended annually by written agreement between parties. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a regular employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the regular employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6  
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 6.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees, including without limitation the Worksite Employee,
(the "GovTemp Parties"), taken or not taken with respect to the Worksite Employee that relate to events or incidents occurring prior to, during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 6.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality’s breach of its obligations under this Agreement, (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 6.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 6, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 6 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party’s cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party’s failure to timely give such notice.

Section 6.04. Survival of Indemnification Provisions. The provisions of this Section 6 shall survive the expiration or other termination of this Agreement.

SECTION 7
ADDITIONAL PROVISIONS

Section 7.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.01.

Section 7.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.
Section 7.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 7.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp’s provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 7.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 7.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 7.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:                      GOVTEMPUSA, LLC
650 Dundee Road, Suite 270         650 Dundee Road, Suite 270
Northbrook, Illinois 60062         Northbrook, Illinois 60062
Attention: Joellen C. Earl         Attention: Joellen C. Earl
Telephone: 847-380-3240            Telephone: 847-380-3240
Facsimile: 866-803-1500            Facsimile: 866-803-1500
Section 7.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 7.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party’s rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 7.12. Confidentiality. Each Party shall protect the confidentiality of the other’s records and information and shall not disclose confidential information without the prior written consent of the other Party, except as required by law. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 7.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

[Signatures on following page]
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By ____________________________
Name: Jocelyn C. Earl
Title: President/Co-owner

MUNICIPALITY

By ____________________________
Name: David G. Seaman
Title: Acting Village Mayor

[Signature Page to Employee Leasing Agreement]
EXHIBIT A  
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Paula Wallrich

POSITION/ASSIGNMENT: Interim Community Development Director (August 1, 2017 until such time as permanent Community Development Director is appointed). Thereafter, through July 31, 2018, employee will serve as Deputy Community Development Director.

TERM OF POSITION: Complete Term: August 1, 2017 – July 31, 2018 - Agreement may be extended annually with agreement between parties. Please review section 5 of Agreement for the complete terms of position.

BASE COMPENSATION: Interim Community Development Director Rate: $93.28 per hour. Estimated number of hours/week = 40. ($139.92 = overtime rate for work in excess of 40 hours/week)

Deputy Community Development Director Rate: $57.29. Estimated number of hours/week = 40. ($85.94 = overtime rate for work in excess of 40 hours/week)

Employee to be paid for only hours worked. Hours worked shall be communicated via email to payroll@govtempusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPUSA, INC.: MUNICIPALITY:

By: _______________________________ By: _______________________________

Date: July 3, 2017 Date: _______________________________

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company’s signature above.
Memorandum

To: John Urbanski, Assistant Public Works Director and Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Date: June 21, 2017

Subject: Recommend Bid Award: Contract Award Irrigation 2017

Presented for July 11, 2017 Village Board Agenda for consideration and possible action:

Description: Public Works, in its role of maintaining village-owned properties seeks the services of a capable contractor to do winterization, repairs, and start up to our irrigation system at 3 site locations and 4 facilities locations.

- LaGrange Rd- (Does not begin until final walk through is approved)
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave Metra Stations
- Village Hall
- Police Station

Background: This service contract was advertised on March 31st 2017 in accordance with state bidding laws; two (2) sealed bids were received. Bids were opened and read publicly on Wednesday, April 25th, 2017 at 2:00 p.m. and received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquamist Plumbing and Lawn Sprinkling Co., Inc</td>
<td>Dalton, IL</td>
<td>$28,907.00</td>
</tr>
<tr>
<td>*Halloran and Yauch</td>
<td>Lake Forest, IL</td>
<td>$16,970.00</td>
</tr>
</tbody>
</table>

*Does not qualify. Quote did not meet the scope in the bid specifications and bid was incomplete. Bids were reviewed by Village attorneys and a recommendation from a specialist was required.

Budget / Finance: Funding in the amount of $28,907.00 is available in the approved FY18 Budget; Road and Bridge Operating and Maintenance Budget.

Budget Available
Lowest responsible quote
Difference -under BUDGET-

Staff Direction Request:

1. Approve the bid for the FY18 in the amount of $28,907.00 to Aquamist Plumbing and Lawn Sprinkling.
2. Direct Staff as necessary.

Attachments

1. Bid tabulations
2. Recommendation letter from Site Design Group
3. Recommendation letter from FRS Design Group LLC
### Irrigation Maintenance Bid Opening

**6/25/2017 2:00 PM**

#### Maintenance Services:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Bid Bond/Check</th>
<th>A (Facilities Sides)</th>
<th>B (Sprinkler Sides)</th>
<th>Ave</th>
<th>Cost Escalations for 2018-2021</th>
<th>Other</th>
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<tbody>
<tr>
<td>Halloran and Yauch</td>
<td>Patton, IL</td>
<td>Bond</td>
<td>$11,150.00</td>
<td>$5,780.00</td>
<td>$16,990.00</td>
<td>4%</td>
<td>Did not acknowledge Addendum</td>
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<tr>
<td>Aquamist</td>
<td>Lake Forest, IL</td>
<td>Bond</td>
<td>$19,612.00</td>
<td>$9,295.00</td>
<td>$28,807.00</td>
<td>3%, 3%, 3%, 3%</td>
<td>Acknowledged Addendum</td>
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#### Repair Services:

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<tr>
<th>Company</th>
<th>Installation</th>
<th>Material</th>
<th>Install 4&quot; spray nozzle</th>
<th>Install 12&quot; spray nozzle</th>
<th>Install 4&quot; rotor nozzle</th>
<th>Install 2.5&quot; no. valve</th>
<th>Replace 10&quot; valve box</th>
<th>Replace 12&quot; valve box</th>
<th>Install 2&quot; Main</th>
<th>Install 2&quot; lateral</th>
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<tbody>
<tr>
<td>Halloran and Yauch</td>
<td>$175.00</td>
<td>$130.00</td>
<td>$130.00</td>
<td>$130.00</td>
<td>$450.00</td>
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<td>$84.00</td>
<td>$78.00</td>
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<td>1.00</td>
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<tr>
<td>Aquamist</td>
<td>$55.00</td>
<td>$59.60</td>
<td>$51.95</td>
<td>$105.00</td>
<td>$84.00</td>
<td>$78.00</td>
<td>$8.00</td>
<td>$1.00</td>
<td>$8.00</td>
<td>1.00</td>
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<table>
<thead>
<tr>
<th>Company</th>
<th>Installation</th>
<th>Material</th>
<th>Install 1&quot; elec. valve</th>
<th>Install 1.5&quot; elec. valve</th>
<th>Install 2&quot; elec. valve</th>
<th>Foreman</th>
<th>Laborer</th>
<th>Trencher / Plow / Oper.</th>
<th>Sed. Inst.</th>
<th>Service Truck</th>
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<tr>
<td>Halloran and Yauch</td>
<td>$290.00</td>
<td>$340.00</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$150.00</td>
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<td>$24.00</td>
<td>110.00</td>
<td>$110.00</td>
<td>$15.00</td>
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<tr>
<td>Aquamist</td>
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<td>$130.00</td>
<td>$155.00</td>
<td>$95.00</td>
<td>$45.00</td>
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<td>$13.50</td>
<td>24.50</td>
<td>$15.00</td>
<td></td>
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*Additional info on the item was included in the addendum.
May 25, 2017

Ms. Kelly Mulqueeney  
Street Superintendent  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, Illinois 60477

RE: Contractor Recommendation for Village of Tinley Park 2017 Irrigation Maintenance

Dear Kelly,

site design group, ltd. (site) has reviewed the two bids opened on April 25, 2017 for the 2017 Irrigation Maintenance project, and we recommend beginning contract negotiations with Aqua Mist Plumbing and Lawn Sprinkling Co., Inc. (Aquamist).

Halloran and Yauh (H&Y) was the low bidder for the base bid, which was the maintenance work. Aquamist generally had lower numbers for the line items related to repairs.

H&Y did not acknowledge the addendum as required in the bid documents, and they did not submit any cost escalation numbers as part of the bid. Aquamist completed all of the required bidding forms, submitted the appropriate bid security, and they have met all of the requirements outlined within the project manual.

In addition, we discussed the bids with our irrigation expert Dan Feick of FRS Group and some additional concerns about past experiences with H&Y were raised at that time. Those concerns are detailed in a separate recommendation letter from FRS Group.

Please let us know if you have any questions or concerns.

Sincerely,

Mitch Murdock  
Project Manager – site design group, ltd.

CC: RKS / BM/ KM
May 17, 2017

Mr. Kelly Mulqueeney
Street Superintendent
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477

RE: Village of Tinley Park 2017 Irrigation Maintenance
    - Contractor Recommendation

Dear Kelly:

Upon thorough review of the two bids opened on April 25, 2017 for the 2017 Lawn Treatment project, we would like to recommend beginning contract negotiations with Aqua Mist Plumbing and Lawn Sprinkling Co., Inc. (Aquamist).

Upon review of the bid documents, Halloran and Yauch (H&Y) was the low bidder for all of the base maintenance work, although Aquamist generally had lower numbers for the repair items.

H&Y did not acknowledge the addendum as required in the bid documents, and they did not submit any cost escalation numbers as part of the bid. Aquamist completed all of the required bidding forms, submitted the appropriate bid security, and they have met all of the requirements outlined within the project manual. In addition:

My experience with H&Y is that they may be fit to do the work. The question is will they do the work and reports. It has been my experience with them on other projects, that they do not follow the drawings and specifications very well at all. Just like they didn’t follow the bid directions in this case.
They can't seem to get projects punched out and finalized in a timely manner. We have a couple of projects with them right now and the punch list is very long and is over a year old on some projects and the only way they come back is to pressure the general contractor to get them back to the site so the client can wrap up the project. We had another project that it took them two years to finish the punch list. They say they do things on a punch list and we show up and they haven't done what they said they completed at all. So if you send them out to do something in your case who is going to watch over them to see if they actually did it or not. Your LaGrange Road is still not punched out with this contractor yet either.

I have one client that has begun to not allow them to bid any additional work, even if the next guy is higher. It is just not worth the aggravation for them. We are going to another project for the same client this week, that I know there will be numerous issues with the installation. One issue is that they were to provide daily logs and a daily field as-built log and turn that in with pay apps. H&Y sent me what they had and it is just their daily time sheets, which mean nothing to me or the client. So in short, they did not complete the paperwork as they were supposed to and now the system is in and the client is out a very important part of the as-built that he paid for but never will get. These reports were even brought up in a preconstruction meeting and they understood that they had to do them, but didn't.

So from experiencing their work and track record of documentation and paperwork, or the lack of it, I would not recommend H&Y at this time.

Please let us know if you have any questions or concerns.

Sincerely,

Dan Feick, PLA
BLOCK PARTY APPLICATION
Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: Kim McLain
Address: Phone:
Organization: Westberry Village Condo Association
Specific Location of Party: Westberry Ln and Westberry In at the Cul de Sac
Request Date: Sat Aug 5, 2017
Time: 3:00 p.m. To: 10:00 a.m./p.m.
Purpose: Block Party

Person or Persons In Charge:
Name: Kim McLain
Name: Monica Case
Name: Phone:

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

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

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

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

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

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

Signed: Kim McLain

VILLAGE USE ONLY

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

Permits & Licenses Committee:
BLOCK PARTY APPLICATION
Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: BART KIRCHNER
Address: 17147 OAK PARK AVE
Organization: VFW 2791
Specific Location of Party: 172ND ST BETWEEN OAK PARK AVE AND 67TH CT
Request Date: 7/28/17
Time: 4 PM a.m./p.m. To: 10 PM a.m./p.m.
Purpose: TINLEY PARK FOOTBALL FUNDRAISER

Person or Persons In Charge:
Name: BART KIRCHNER
Name: KYLE RODRIGUEZ T.P. FOOTBALL
Name:

Number of Barricades Needed: 0 DO NOT USE VEHICLES AS BARRICADES.

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

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Signed: Bart Kirchner

VILLAGE USE ONLY

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

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<td>7/14/17</td>
<td>008158 VIOLETTO JR, RAYMOND</td>
<td>61670</td>
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<td>ADDTL PAYMENT DUE/LODG ILL J</td>
<td>0.32</td>
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<td>Voucher</td>
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<td>Vendor</td>
<td>Invoice</td>
<td>PO #</td>
<td>Description/Account</td>
<td>Amount</td>
</tr>
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<td>171724</td>
<td>7/14/2017</td>
<td>WAREHOUSE DIRECT WORKPL SOLTNS</td>
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<td>171725</td>
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<td>WELLS FARGO BANK</td>
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<td>TIN1209AGO TPIILL TAXABLE GO 20</td>
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<td>171726</td>
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<td>WITMER PUBLIC SAFETY GROUP, INC</td>
<td>E1615064</td>
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<td>SPANNER WRENCH</td>
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<td>171727</td>
<td>7/14/2017</td>
<td>WRIGHT CONCRETE RECYCLING INC</td>
<td>072017-05m</td>
<td></td>
<td>STONES</td>
<td>93.60</td>
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<td>171728</td>
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<td>ZENERE LANDSCAPES, INC.</td>
<td>3655</td>
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<td>6200 KIMBERLY SHAPE SHOULDEF</td>
<td>1,840.00</td>
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<td>3656</td>
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<td>3657</td>
<td>VTP-014996</td>
<td>01-23-000-72526</td>
<td>1,750.00</td>
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<td></td>
<td></td>
<td>Total</td>
<td>5,950.00</td>
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111 Vouchers for bank code : apbank

Bank total : 1,711,601.22

111 Vouchers in this report

Total vouchers : 1,711,601.22
Bank code: apbank

<table>
<thead>
<tr>
<th>Voucher</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>PO #</th>
<th>Description/Account</th>
<th>Amount</th>
</tr>
</thead>
</table>

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

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

______________________________ Village President

______________________________ Village Clerk

______________________________ Date
ITEM #4

CONDUCT A SWEARING IN CEREMONY FOR LIBRARY BOARD TRUSTEE PATRICIA ADARANIGO

Clerk Thirion
Memorandum

TO: Kevin Workowski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Date: June 30, 2017
Subject: Recommend Bid Award: 2017 Crack Sealing Program

Presented for July 18, 2017 Village Board Agenda for consideration and possible action:

Description:
Public works is recommending that we extend the contract for an additional year to the lowest qualified bidder to include the approximately 350,000 feet of crack filling to Village owned streets and 22,225 feet to parking lots.

Scope of Work:
The annual crack filling program for the roads within the Village of Tinley Park is in place to extend the life of the current road surface typically by two to three years. This is done by filling in cracks and protecting the road base from moister.

Background:
Two (2) contractors provided sealed bids. Bids were opened and read publicly on Wednesday July 29th 2015 at 10:01 AM by the Village Deputy Clerk, Village Engineer and public works management staff.

Bids summaries are as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Location</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denler</td>
<td>Mokena, IL</td>
<td>$158,224.00</td>
</tr>
<tr>
<td>SKC Construction</td>
<td>Elgin, IL</td>
<td>$352,672.00</td>
</tr>
<tr>
<td></td>
<td>Engineers Estimate</td>
<td>$158,001.25</td>
</tr>
</tbody>
</table>

Budget/ Finance:
Funding in the amount of $158,224.00 is available in the approved FY2018 Budget.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R&amp;B Budget Available</td>
<td>$165,000.00</td>
</tr>
<tr>
<td>Lowest responsible bidder</td>
<td>$158,224.00</td>
</tr>
<tr>
<td>Difference-under budget</td>
<td>$6,776.00</td>
</tr>
</tbody>
</table>

Staff Direction Request:
1. Approve contract with Denler, Inc. in the amount of $158,224.00
2. Direct staff as necessary

Attachments:
1. Recommendation letter from Robinson Engineer.
2. Bid Tabulations.
Project 16-005.02

May 19, 2016

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

Attn.: Ms. Kelly Mulqueeney, Street Superintendent

RE: FY 2017 Crack Sealing Program

Dear Kelly:

Denier, Inc. was the awarded the multi-year crack sealing program contract for FY 2016. FY 2017 is the second year (of three) for this maintenance contract. Work for this project includes crack sealing of various village streets and municipal parking lots at the same unit prices awarded in the first year of the contract and under the same standards as outlined in the plans and specifications.

At this time we would recommend that the Village award the second year of this contract to the low responsive bidder, Denier, Inc. in the amount of One Hundred and Fifty Eight Thousand Two Hundred Twenty Four Thousand Dollars and Zero Cents ($158,224.00).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,

ROBINSON ENGINEERING, LTD.

Jennifer S. Prinz, PE, CFM
Village Engineer

Enc: FY 2016 award recommendation letter
Bid tabulation from FY 2016 bid opening

Cc: Steve Tilton, Village Manager
Kevin Workowski, Director of Public Works
John Urbanski, Facilities Superintendent
July 29, 2015

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

Attn.: Mr. Steve Tilton, Asst. Village Manager

RE: FY 2016 Cracking Sealing & Parking Lot Maintenance Program

Dear Steve:

Bids were received and publicly read on Wednesday July 29, 2015 at 10:01 am for the above-mentioned project. The bid results are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>As Read &amp; Calculated Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denler</td>
<td>Mokena, IL</td>
<td>$158,224.00</td>
</tr>
<tr>
<td>SKC Construction</td>
<td>Elgin, IL</td>
<td>$352,672.00</td>
</tr>
</tbody>
</table>

Engineer's Estimate $158,001.25

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive bidder One Hundred Fifty-Eight Thousand Two Hundred Twenty-Four Dollars and Zero Cents ($158,224.00).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,

ROBINSON ENGINEERING, LTD.

Carrie A. Pintar, PE
Project Engineer

Encl. Bid tabulation
# Tabulation of Bids

**Location and brief description:** FY 2016 CRACK SEALING AND PARKING LOT MAINTENANCE PROGRAM VARIOUS LOCATIONS

<table>
<thead>
<tr>
<th>Bidder #1 &amp; Address</th>
<th>Bidder #2 &amp; Address</th>
<th>Bidder #3 &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUNHA</td>
<td>STC Construction</td>
<td></td>
</tr>
<tr>
<td>1994 4th Ave</td>
<td>999 Church Rd</td>
<td></td>
</tr>
<tr>
<td>Midland, IL 60448</td>
<td>Elgin, IL 60123</td>
<td></td>
</tr>
</tbody>
</table>

## LOW BIDDER

<table>
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<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Revenue</th>
<th>Tax Price</th>
<th>Total Bid</th>
<th>Unit Price</th>
<th>Total Bid</th>
<th>Unit Price</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CRACK SEALANT-Roadway</td>
<td>FOOT</td>
<td>350,000</td>
<td>5.40</td>
<td>1,470,000</td>
<td>5.40</td>
<td>1,470,000</td>
<td>6.95</td>
<td>3,226,500</td>
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<tr>
<td>2</td>
<td>CRACK SEALANT-Municipal Parking Lot</td>
<td>FOOT</td>
<td>222,220</td>
<td>3.40</td>
<td>750,000</td>
<td>3.40</td>
<td>750,000</td>
<td>4.00</td>
<td>2,800,000</td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>RAILROAD RIGHT-OF-ENTRY AGREEMENT</td>
<td>LFM</td>
<td>1</td>
<td>1,000</td>
<td>500</td>
<td>1,000</td>
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<td>500</td>
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<td>4</td>
<td>RAILROAD PROTECTIVE LIABILITY INSURANCE</td>
<td>LFM</td>
<td>1</td>
<td>2,500</td>
<td>1,000</td>
<td>2,500</td>
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<td>2,500</td>
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<td>2,500</td>
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<tr>
<td>5</td>
<td>RAILROAD FLAGGING SERVICES</td>
<td>LFM</td>
<td>1</td>
<td>1000</td>
<td>750</td>
<td>1,000</td>
<td>750</td>
<td>1,000</td>
<td>750</td>
<td>1,000</td>
<td>750</td>
</tr>
</tbody>
</table>

Total Bid: $158,004.25

| Bidder #1 | $158,004.25 |
| Bidder #2 | $158,224.00 |
| Bidder #3 | $352,672.00 |
Memorandum

To: John Urbanski, Assistant Public Works Director
From: Ian Wade, Village Engineer
Date: July 12, 2017
Subject: Contract Award: 175th Street Sidewalk Improvements

Presented for July 18, 2017 Village Board Agenda for consideration and possible action:

Description: This contract includes the construction of a new sidewalk extension on the south side of 175th Street, extending from east of Ridgeland Avenue to Tinley Park High School. The sidewalk will meander to accommodate the existing landscaping along this route.

Background: This route currently has an existing sidewalk on the north side of 175th Street only. As a result, the Village has received numerous complaints and requests to install a similar sidewalk on the south side of 175th Street.

This construction contract was advertised in accordance with state bidding laws. Six (6) contractors picked up bid packets and four (4) sealed bid were received. Bids were opened and read publicly on Thursday, June 15, 2017, at 10:00 AM by the Assistant Public Works Director, Jennifer Prinz with Robinson Engineering, and the Village Clerk and received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Concrete</td>
<td>Monee, IL</td>
<td>$143,984.60</td>
</tr>
<tr>
<td>Austin Tyler</td>
<td>Elmwood, IL</td>
<td>$163,567.00</td>
</tr>
<tr>
<td>JJ Newell Construction Co.</td>
<td>Calumet City, IL</td>
<td>$194,705.00</td>
</tr>
<tr>
<td>G&amp;M Cement Construction, Inc.</td>
<td>Addison, IL</td>
<td>$198,987.50</td>
</tr>
</tbody>
</table>

Recommendation: Public Works recommends an award to the apparent low bidder, Davis Concrete, in the amount of $143,984.60.

Budget / Finance: Funding is budgeted and available in the FY18 Capital Projects Budget.

Staff Direction Request:
1. Approve the construction contract with Davis Concrete, Monee, IL, for the 175th Street Sidewalk Improvements in the amount of $143,984.60
2. Direct Staff as necessary.
COMMENTS FROM BOARD & STAFF
COMMENTS FROM THE PUBLIC
ITEM #9

EXECUTIVE SESSION

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

B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

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