

NOTICE OF THE SPECIAL MEETING OF THE VILLAGE BOARD MEETING

The special meeting of the Village Board is scheduled for
Tuesday, May 19, 2020 beginning at 7:30 p.m.

A copy of the agenda for this meeting is attached hereto and
can be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, and Executive Order 2020-33 which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, the members of the Village Board will be participating in the meeting through teleconference.

Please note there is a new temporary procedure for public speaking. In-person public speaking is temporarily suspended, although public comments can still be made under the new temporary procedure for public speaking. Written comments and requests to speak may be submitted via email prior to the meeting. Further details can be found on the Village of Tinley Park website on the "Minutes and Agendas" web page at www.tinleypark.org.

Public comments or requests to speak must be emailed in advance of the meeting to clerksoffice@tinleypark.org or placed in the Drop Box at the Village Hall by noon on Tuesday, May 19, 2020. For public health and safety reasons, comments and requests to speak may only be submitted electronically.

Kristin A. Thirion
Clerk
Village of Tinley Park

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, May 19, 2020, 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 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL
VILLAGE BOARD MEETING HELD ON MAY 5, 2020.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-051 SEEKING
CONSIDERATION OF A LOCALIZED OR EMS REGION APPROACH TO
REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY - **Trustee Brady**

ACTION: Discussion: Between March 9th and April 28th, the Governor has issued 29 Executive Orders related to the COVID-19 pandemic which contain numerous mandates intended to protect public health, including closing all non-essential businesses and ordering residents to stay at home. While it is undeniable that the Stay at Home Order has had a positive effect on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating financial impact on the businesses and residents in the State of Illinois and of the Village of Tinley Park. The Tinley Park Village Board is recommending and encouraging the State to allow for an EMS Region based approach to reopening, which would provide authority to answer needs of residents and businesses directly. Furthermore, instead of a 28 day timeline period, the Board is asking the General Assembly to consider a 14 day period for each EMS

region to move on to the next phase of reopening. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2020-R-052 APPROVING A DRIVEWAY EASEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET.
- B. CONSIDER ADOPTING RESOLUTION 2020-R-056 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN FOR THE 2020 LAWN CARE AND LANDSCAPE BED TREATMENT PROGRAM.
- C. CONSIDER REJECTING BIDS FOR POST 4 (8399 BROOKSIDE GLEN DRIVE) LIFT STATION IMPROVEMENTS.
- D. CONSIDER PROCLAIMING RECOGNITION FOR HOPE MONTESSORI, MS. TRACI TYSZKA, AND STAFF FOR 20 YEARS OF SERVICE IN THE VILLAGE OF TINLEY PARK.
- E. CONSIDER PAYMENT OF IMPACT FEES THROUGH DECEMBER 2019 IN THE AMOUNT OF \$1,850 TO BREMEN HIGH SCHOOL DISTRICT 228.
- F. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,636,047.70 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 8, 2020, AND MAY 15, 2020.

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

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-024 APPROVING TEXT AMENDMENTS TO THE ZONING ORDINANCE TO CLARIFY RECENT TEXT AMENDMENTS FOR RESIDENTIAL MASONRY REQUIREMENTS AND SHORT-TERM RENTALS - **Trustee Mueller**

ACTION: Discussion: Recently, the Village approved two (2) text amendments to the Zoning Ordinance relating to exterior masonry requirements (December 17, 2019; 2019-O-074) and for short-term rental uses (July 2, 2019; 2019-O-035). During drafting and implementing the text changes, staff identified a few text corrections to ensure the intent behind these codes is clear. This report clarifies the text corrections for each.

The Plan Commission held a Public Hearing on April 16, 2020, related to Zoning Ordinance changes and voted 8-0 to unanimously recommend approval of the proposed text amendments. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-059 APPROVING AND ACCEPTING A FINAL PLAT OF CONSOLIDATION FOR CERTAIN PROPERTY LOCATED AT 7050 – 7068 171ST STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Thomas Cachey (contract purchaser), has requested Final Plat approval for consolidation of certain property at 7050-7068 171st Street. The Plat will consolidate the two (2) separate lots into one (1) parcel and allow for cross-access to the Olympic Star property to the west. The Plan Commission reviewed the Final Plat of Consolidation with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer on May 7, 2020, and voted 9-0 to recommend approval. **If the first reading is waived this Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-026 GRANTING A SPECIAL USE TO ALLOW INSTALLATION OF A SECOND FLOOR APARTMENT ON AN EXISTING COMMERCIAL STRUCTURE AT 7050 – 7068 171ST STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Thomas Cachey (contract purchaser), is requesting a Special Use Permit to allow construction of a second-floor apartment. The apartment is part of the property's overall redevelopment (most recently occupied by Sports Station and will be located above the principal commercial use. The property is located at 7050 - 7068 171st Street in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on May 7, 2020, and voted 9-0 to unanimously recommending approval of the Special Use Permit, in accordance with the plans as listed in the "Listed Reviewed Plans" and the Findings of Fact in the May 7, 2020 Staff Report. **If the first reading is waived this Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-027 GRANTING VARIATIONS FROM THE ZONING ORDINANCE FOR A CERTAIN PROPERTY LOCATED AT 7050 – 7068 171ST STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Thomas Cachey (contract purchaser), is seeking six (6) variations related to parking, front yard setbacks, exterior materials, and signage as part of his proposal to redevelop the property located at 7050-7068 171st Street, for a mixed-use commercial property with approximately 12,000 sq. ft. of commercial space and a second-floor one-bedroom apartment. All the requested variations are existing non-conforming situations, and many have been mitigated upon to the greatest extent feasible. The Plan Commission held a Public Hearing on May 7, 2020, and voted 9-0 to recommend approval of the six (6) Variations and adopt the Findings of Fact in accordance with the plans as listed in the "Listed Reviewed Plans" and the Findings of Fact in the May 7, 2020 Staff Report. **If the first reading is waived this Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-028 AMENDING SECTION V.C.11 (TEMPORARY USES) OF THE TINLEY PARK ZONING ORDINANCE - **Trustee Mueller**

ACTION: Discussion: The purpose of this amendment is to allow for warehouse/distribution uses in a B-3 (General Business and Commercial District) with certain conditions. The Plan Commission unanimously recommended the text amendment for approval (9-0). **If the first reading is waived this Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER APPROVING A TEMPORARY USE PERMIT FOR A WAREHOUSE/DISTRIBUTION USE FOR THE PROPERTY LOCATED AT 16300 HARLEM AVENUE AND 163RD & HARLEM, LLC (PETE'S FRESH MARKET) - **Trustee Mueller**

ACTION: Discussion: Pete's Fresh Market, on behalf of 163rd and Harlem, LLC, has applied for a temporary use permit for warehouse/distribution in the former Kmart building. The term of the permit is for six (6) months and includes conditions as outlined in the staff memo. **Consider approving a temporary use permit for warehouse/distribution use for the property located at 16300 Harlem Avenue and 163rd & Harlem, LLC (Pete's Fresh Market.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-061 SUPPORTING THE FILING OF A CLASS 7B COOK COUNTY REAL PROPERTY ASSESSMENT RECLASSIFICATION APPLICATION FOR PROPERTY LOCATED AT 16300 HARLEM AVENUE BY 163RD & HARLEM LLC, FOR PURPOSES OF CONSTRUCTING A PETE'S FRESH MARKET - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 7b incentive which reduces the tax assessment ratio for the property at 16300 Harlem from 25% to 10% of market value ten (10) years, and is renewable. The Class 7b incentive of the Cook County Real Property Assessment Classification Ordinance is intended to encourage, in areas determined to be "in need of commercial development", commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible

without the incentive. The proposed development of the property includes new construction of approximately 117,000 sq. ft. for a Pete's Fresh Market and other commercial uses. The project also includes the renovation of the former K-Mart store which will include approximately 33,400 sq. ft. of additional commercial uses; and 158,000 sq. ft. of warehouse/distribution space in the existing former K-Mart structure. The resolution includes an incentive agreement that must be executed prior to final execution of the resolution for reclassification. This agreement addresses a proposed schedule and site plan for the property. This project meets the goals and objectives for encouraging redevelopment in Tinley Park as set forth by the Economic and Commercial Commission (ECC) and the Village Board of Trustees. The ECC unanimously recommended the resolution for approval at its May 11, 2020, meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-062 SUPPORTING THE FILING OF A CLASS 6B COOK COUNTY REAL PROPERTY ASSESSMENT RECLASSIFICATION APPLICATION FOR PROPERTY LOCATED AT 16300 HARLEM AVENUE BY 163RD & HARLEM LLC, FOR PURPOSES OF CONSTRUCTING A PETE'S FRESH MARKET -
Trustee Mueller

ACTION: Discussion: This Resolution provides support for the Cook County Class 6b incentive which reduces the tax assessment ratio for the property at 16300 Harlem from 25% to 10% of market value for ten (10) years. The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The proposed project includes the renovation of the former vacant K-Mart store for an approximately 158,000 sq. ft. of warehouse/distribution space. The applicant, 163rd & Harlem LLC, on behalf of Pete's Fresh Market, is also proposing to construct a new building of approximately 117,000 sq. ft. for a Pete's Fresh Market and other commercial uses. The project will also include renovation of 33,400 sq. ft. for additional commercial uses at the east end of the vacant former K-Mart store. The resolution includes an incentive agreement that must be executed prior to final execution of the resolution for reclassification. This agreement addresses a proposed schedule and site plan for the property. This project meets the goals and objectives for encouraging redevelopment in Tinley Park as set forth by the Economic and Commercial Commission (ECC) and the Village Board of Trustees. The ECC unanimously recommended the resolution for approval at its May 11, 2020 meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-063 CREATING THE VILLAGE OF TINLEY PARK NON-TAX INCREMENT FINANCING (TIF) REDEVELOPMENT GRANT - **Trustee Mueller**

ACTION: Discussion: The Village of Tinley Park is committed to assuring the long-term viability of the community by encouraging private investment in sites throughout the community that need significant redevelopment. Many of these sites do not fall within area covered by the existing Oak Park Avenue Grant Program, a TIF district, Cook County Special Designated area, or meet other criteria to be eligible for traditional incentive agreements. The proposed Redevelopment Grant Program will provide \$90,000 for the redevelopment of eligible sites through a 50/50 matching grant. The minimum grant will be for \$10,000; the maximum is \$30,000.

The Economic and Commercial Commission unanimously recommended it to the Village Board for approval at its May 11, 2020 meeting. **If the first reading is waived this Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-053 APPROVING A JOB ORDER CONTRACTING (JOC) CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND GORDIAN/F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES FOR THE 80TH AVE. TRAIN STATION STAIRCASES, RAILINGS, CONCRETE, LANDSCAPING AND PAVER REPLACEMENT/REPAIRS - **Trustee Glotz**

ACTION: Discussion: The Public Works Department is requesting authorization to repair and replace the 3rd and 4th phases of the 80th Ave. Train Station Staircases/Hand Railing Replacement/Repair Project utilizing the Job Order Contracting (JOC) procurement method. Repairs to date included the replacement of seven (7) staircases in phase 1 (\$220,241.90) and 2 (\$198,786.01). Based on previous discussions with the Village attorney and staff members, it was recommended to complete all the remaining segments/phases (3 & 4).

Consider awarding a contract to Gordian/F.H. Paschen, S.N. Nielsen & Associates in the amount of \$803,398.47. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-054 APPROVING THE EXTENSION OF THE AWARDED CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPE FOR THE VILLAGE'S 2020 LANDSCAPE BED MAINTENANCE PROGRAM - **Trustee Glotz**

ACTION: Discussion: The Village awarded a contract in 2019 to Christy Webber Landscape to perform maintenance on approximately 5.6 acres of planting beds throughout Tinley Park. The contract provided for two optional (2), one (1) year, renewals. Christy Webber Landscape has proven to be professional and reliable. Staff is recommending to utilize the first extension option under the contract.

Consider awarding a contract extension to Christy Webber Landscape in the amount not to exceed \$157,360.25 for the Village's 2020 Landscape Bed Maintenance Program. This item was discussed at the Committee of the Whole that preceded this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-055 APPROVING THE EXTENSION OF THE AWARDED CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND RIDGE LANDSCAPE SERVICES FOR THE VILLAGE'S 2020 MOWING PROGRAM - **Trustee Glotz**

ACTION: Discussion: The Village awarded a contract in 2019 to Ridge Landscape Services LLC for mowing services covering approximately 234 acres throughout Tinley Park. The contract provided for two optional (2), one (1) year, renewals. Ridge Landscape Services LLC has proven to be professional and reliable. Staff is recommending to utilize the first extension option under the contract.

Consider awarding a contract extension to Ridge Landscape Services LLC in the amount not to exceed \$189,324.96 for the Village's 2020 Mowing Program. This item was discussed at the Committee of the Whole that preceded this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-057 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR THE VILLAGE'S 2020 NATURALIZED STORMWATER AREAS MAINTENANCE - **Trustee Glotz**

ACTION: Discussion: The Village awarded a contract in 2019 to Cardno, Inc. to install, maintain, and monitor the growth and establishment of plantings for naturalized storm water areas throughout the Village. The contract provides for one (1) year renewals. Cardno, Inc. has proven to be professional and reliable. Staff is recommending to initiate the first extension option under the contract.

Consider awarding a contract extension to Cardno, Inc. in the amount not to exceed \$189,500 for the Village's 2020 Naturalized Stormwater Areas Maintenance Program. This item was discussed at the Committee of the Whole that preceded this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #18

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-023 AMENDING TITLE XI CHAPTER 112 SECTION 21 (A) OF THE TINLEY PARK MUNICIPAL CODE – HOURS – AMENDING PERMITTED LIQUOR SALE HOURS ON SUNDAY FOR GOLF COURSES - **President Vandenberg**

ACTION: Discussion: Currently, Title XI Chapter 112 Section 21 (A) in the Tinley Park Municipal Code prohibits the sale of alcoholic beverages before 12:00 p.m. (noon) on Sunday. The Liquor Commissioner is seeking Board approval to amend Section 21 (A) of the Alcoholic Beverage Ordinance to permit the sale of alcoholic beverages between the hours of 9:00 a.m. and 2:00 a.m. at golf courses on Sunday. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-064 APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 - **Trustee Brady**

ACTION: Discussion: The Village's previous Collective Bargaining Agreement (CBA) with Local 150 expired on April 30, 2018. Ongoing negotiations have successfully reached an agreement, which propose a four (4) year term expiring in 2021. The agreement covers all major terms and conditions of employment for covered employees and is similar to the existing agreement. Highlights of the proposed agreement include annual cost of living adjustment (COLA) increases of 2.5% for 2018 and 2019, clarification of hiring processes, clarification of snow and ice staffing procedures, an overhaul of overtime allocation system, an expanded residency program and removal of Fair Share Language considering U.S. Court decision prohibiting practice. Both parties will reconvene to negotiate in December 2020. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER RESOLUTION 2020-O-058 APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP, P.C. FOR LEGAL SERVICES - **Trustee Brady**

ACTION: Discussion: Patrick Walsh has been working for the Village for several months under the twenty-thousand-dollar authority of the Village Manager. As the total expenses get closer to that authority it is necessary for the Board to ratify the contract that was signed by the Village Manager. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #22

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #23

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #24

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE 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 May 5, 2020**

At this time President Vandenberg stated he would be unable to be in attendance for the entire meeting due to his employment. He relinquished the chair to Mayor Pro Tem Glotz.

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on May 5, 2020.

Mayor Pro Tem Glotz called this meeting to order at 6:50 p.m.

At this time, Mayor Pro Tem Glotz, stated the meeting was being held remotely via electronic participation consistent with Governor Pritzker's Executive Order 2020-07 issued on March 16, 2020, which suspends the Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Order: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present;" and (2) suspends the limitations in Section 7 on when remote participation is allowed. On April 30, 2020, Executive Order 2020-33 re-issued Executive Order 2020-07. Mayor Pro Tem Glotz confirmed Board Members and Staff were able to communicate. All replied affirmative, except for Trustee Brady and Trustee Galante. Mayor Pro Tem Glotz then introduced ground rules for effective and clear conduct of Village business.

Mayor Pro Tem Glotz led the Board and audience in the Pledge of Allegiance.

Clerk Thirion called the roll. Present and responding to roll call were the following:

President:	Jacob C. Vandenberg (Participated electronically)
President Pro Tem:	Michael W. Glotz (Participated electronically)
Village Clerk:	Kristin A. Thirion
Trustees:	Cynthia A. Berg (Participated electronically) William P. Brady (Participated electronically) William A. Brennan (Participated electronically) Diane M. Galante (Participated electronically, arrived at 6:59) Michael G. Mueller
Absent:	None
Also Present:	
Village Manager:	David Niemeyer (Participated electronically)
Asst. Village Manager:	Patrick Carr
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brady, seconded by Trustee Mueller, to approve the agenda as written or amended for this meeting. Vote on roll call. Ayes: Berg, Brady, Brennan, Glotz, Mueller. Nays: None. Absent: Galante. Mayor Pro Tem Glotz declared the motion carried.

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

2

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to approve and place on file the minutes of the Regular and Special Village Board Meetings held on April 21, 2020. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, 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 PROCLAIMING MAY 14, 2020, AS "APRAXIA AWARENESS DAY" IN THE VILLAGE OF TINLEY PARK.
- B. CONSIDER ADOPTING RESOLUTION 2020-R-039 RECOGNIZING MAY 3 THROUGH MAY 9, 2020, AS "PUBLIC SERVICE RECOGNITION WEEK" IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER ADOPTING RESOLUTION 2020-R-038 RECOGNIZING MAY 3 THROUGH MAY 9, 2020 AS MUNICIPAL CLERKS WEEK IN THE VILLAGE OF TINLEY PARK.
- D. CONSIDER ADOPTING RESOLUTION 2020-R-049 RECOGNIZING MAY 17, THROUGH MAY 23, 2020 AS PUBLIC WORKS WEEK IN THE VILLAGE OF TINLEY PARK.
- E. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$635,607.35 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED APRIL 24, 2020, APRIL 30, 2020, AND MAY 1, 2020.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read, **ORDINANCE 2020-O-019 ESTABLISHING A RECAPTURE FOR COSTS RELATED TO UTILITY EXTENSIONS AND A LIFT STATION SERVING THE AREA EAST OF LAGRANGE ROAD GENERALLY BETWEEN 179TH STREET, 183RD STREET AND 94TH AVENUE.** The Village of Tinley Park has initiated the engineering and construction plans for the extension of the Village's sanitary sewer and water main system (including a lift station) to serve the general area of LaGrange Road and 183rd Street. The project provides economic development opportunity for over 30 acres of vacant parcels in the area. The recapture ordinance establishes a formula for recapture of cost on a per square foot basis against all benefitted properties.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Mr. O'Grady, stated there were no written comments received by email, delivered to the drop box or requests to comment via telephone for this item. Vote on roll call: Ayes: Brady, Brennan, Galante, Mueller. Nays: Berg, Glotz. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Galante, to place on first read, **RESOLUTION 2020-R-040 AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH TOP HOSPITALITY, LLC., FOR PROPERTY LOCATED AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE, NOW KNOWN AS WHITE EAGLE DRIVE).** The Petitioner, Haresh Jethani, on behalf of Top Hospitality, has petitioned the Village of Tinley Park to annex approximately 8.7 acres located at 9599 94th Avenue. The Annexation Agreement provides for the rezoning of the property to the B-3 (General Business and Commercial) zoning district to allow for the construction of two (2) Marriott branded hotels (Marriott Courtyard and Marriott Residence Inn). The agreement also provides for a recapture of costs to the benefit of the Village for the extension of utilities to the proposed development as well as recognizes the subject property is located within the area determined to be blighted under Ordinance 2019-O-009 and therefore eligible for a Cook County Property Tax 7b reclassification.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read **ORDINANCE 2020-O-020 APPROVING THE ANNEXATION OF PROPERTY COMMONLY LOCATED AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE, NOW KNOWN AS WHITE EAGLE DRIVE).** The Petitioner, Haresh Jethani, on behalf of Top Hospitality, has petitioned the Village of Tinley Park to annex approximately 8.7 acres located at 9599 94th Avenue. The property is in unincorporated Cook County. The annexation will include the adjacent 183rd Street right-of-way and will result in the annexation of a total of 9.15 acres.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email or delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: Berg. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to place on first read, **ORDINANCE 2020-O-021 GRANTING A MAP AMENDMENT (REZONING) UPON ANNEXATION TO B-3 (GENERAL BUSINESS & COMMERCIAL) FOR CERTAIN PROPERTY LOCATED AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE, NOW KNOWN AS WHITE EAGLE DRIVE).** The Petitioner, Top Hospitality LLC (property owner), is seeking to rezone two properties located at 9599 94th Avenue upon annexation to the B-3, General Business & Commercial zoning district. The rezoning will allow for the construction of two (2) Marriott brand hotels: Courtyard and Residence Inn. The Plan Commission held a Public Hearing on April 16, 2020, and voted 8-0 to unanimously recommend approval of the Map Amendment (Rezoning) in accordance with the plans as listed in the "Listed Reviewed Plans" and the Findings of Fact in the April 16, 2020 Staff Report.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

4

none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O’Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read **ORDINANCE 2020-O-022 GRANTING VARIATIONS FROM THE ZONING ORDINANCE FOR THE PROPOSED COURTYARD AND RESIDENCE INN HOTELS AT THE PROPERTY LOCATED AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE, NOW KNOWN AS WHITE EAGLE DRIVE)**. The Petitioner, Top Hospitality LLC (property owner), is seeking ten (10) variations related to lot size, lot layout, building height, parking, exterior materials, and signage as part of its proposal to redevelop the property located at 9599 94th Avenue (previously referred to as 18300 96th Ave., now known as White Eagle Drive) for two (2) Marriott brand hotels: Courtyard and Residence Inn with a total of 243 rooms. The Plan Commission held a Public Hearing on April 16, 2020, and voted 8-0 to recommend approval of the ten (10) Variations and adopt the Findings of Fact in accordance with the plans as listed in the “Listed Reviewed Plans” and the Findings of Fact in the April 16, 2020 Staff Report.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O’Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Abstain: Berg. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Galante, to place on first read, **RESOLUTION 2020-R-050 APPROVING AND ACCEPTING A FINAL PLAT OF RESUBDIVISION FOR THE NEW HORIZON SUBDIVISION LOCATED AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE, NOW KNOWN AS WHITE EAGLE DRIVE)**. The Petitioner, Top Hospitality LLC (property owner), has requested Final Plat approval for the New Horizon Subdivision associated with the development of the Courtyard and Residence Inn at 9599 94th Avenue (previously referred to as 18300 96th Ave., now known as White Eagle Drive). The Plat will subdivide the property into two (2) new parcels that split the proposed detention pond. The Plat also includes all proposed utility, cross-access, and parking easements. The Plan Commission reviewed the Final Plat of Re-subdivision with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer, MWRD, and the US Army Corps of Engineers on April 16, 2020, and voted 8-0 to recommend approval.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O’Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first read, **RESOLUTION 2020-R-041 SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR**

DEVELOPMENT TO OCCUR AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE NOW KNOWN AS WHITE EAGLE DRIVE) - (COURTYARD BY MARRIOTT HOTEL). This Resolution provides support for the Cook County Class 7b incentive which reduces the tax assessment ratio for the property at 9599 94th Avenue from 25% to 10% of market value for ten (10) years, and is renewable. The property will be developed as a 125-room hotel, approximately 83,722 square feet in area, for a proposed Courtyard by Marriott Hotel. This project also 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.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Galante, to place on first read, **RESOLUTION 2020-R-042 SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 9599 94TH AVENUE (PREVIOUSLY REFERRED TO AS 18300 96TH AVENUE NOW KNOWN AS WHITE EAGLE DRIVE) - (RESIDENCE INN BY MARRIOTT).** This Resolution provides support for the Cook County Class 7b incentive which reduces the tax assessment ratio for the property at 9599 94th Avenue from 25% to 10% of market value for ten (10) years, and is renewable. The property will be developed as a 118-room hotel, approximately 85,000 square feet, for a proposed Residence Inn by Marriott. This project also 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.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to place on first read **ORDINANCE 2020-O-024 APPROVING TEXT AMENDMENTS TO THE ZONING ORDINANCE TO CLARIFY RECENT TEXT AMENDMENTS FOR RESIDENTIAL MASONRY REQUIREMENTS AND SHORT-TERM RENTALS.** Recently, the Village approved two (2) text amendments to the Zoning Ordinance relating to exterior masonry requirements (December 17, 2019; 2019-O-074) and for short-term rental uses (July 2, 2019; 2019-O-035). While drafting and implementing the text changes, staff encountered a few text corrections that were required to ensure the intent behind these codes is clear. The Plan Commission held a Public Hearing on April 16, 2020, related to Zoning Ordinance changes, and voted 8-0 to unanimously recommend approval of the proposed text amendments.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

6

O’Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file, **ORDINANCE 2020-O-025 GRANTING A GARAGE SIZE VARIATION FOR CERTAIN PROPERTY LOCATED AT 6420 167TH STREET.** The Petitioner, Brian Potter, is seeking a 152 sq. ft. Variation from Section III.I.2.b. of the Zoning Ordinance (Residential Accessory Structures) to permit construction of an 872 sq. ft. detached garage, instead of the maximum permitted 720 sq. ft., at the property located at 6420 167th Street in the R-1 Single Family Residential zoning district. The Petitioner is looking to replace his deteriorating garage with a new and more attractive garage. The subject lot is large in comparison to the surrounding neighborhood and is large enough to be permitted a second detached garage. However, the preference is for one larger garage. The Zoning Board of Appeals held a Public Hearing on April 16, 2020 and voted 8-0 to unanimously recommend approval of the requested Variation in accordance with plans as listed in the “List of Reviewed Plans” and recommended condition in the April 16, 2020, Staff Report.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O’Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to amend, **ORDINANCE 2020-O-043 GRANTING A SPECIAL USE TO PERMIT INSTALLATION OF THREE ADDITIONAL ANTENNAS ON AN EXISTING STEALTH FLAG POLE TOWER AT 9001 171ST STREET (VICTOR J. ANDREW HIGH SCHOOL)** removing all references to installing an American Flag to this pole. Trustee Brady stated concerns about removing the references to replacing the American flag to this pole. Trustee Mueller explained that neighboring residents had complained about noise from the flag’s ropes with this flag. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2020-O-043 GRANTING A SPECIAL USE TO PERMIT INSTALLATION OF THREE ADDITIONAL ANTENNAS ON AN EXISTING STEALTH FLAG POLE TOWER AT 9001 171ST STREET (VICTOR J. ANDREW HIGH SCHOOL)** as amended.

The Petitioner, Margie Oliver (of Dolan Realty Advisors) on behalf of Verizon Wireless, is requesting a Special Use Permit to amend the previously approved Special Use to allow three (3) additional antennas, for a total of 12 antennas, within the existing stealth flag pole wireless communication tower, located at 9001 171st Street (Victor J. Andrew High School) in the R-3 (Single Family Residential) zoning district. The Plan Commission held a Public Hearing on April 16, 2020 and voted 8-0 to unanimously recommend approval of the Special Use Permit, and in accordance with the plans as listed in the “Listed Reviewed Plans” and the Findings of Fact in the April 16, 2020 Staff Report.

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

7

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. Trustee Brady asked if there was proof that neighboring residents had complained. Interim Community Development Director Paula Wallrich stated that she spoke with the Superintendent of High School District 230 and he noted that there has not been a flag on that pole for the past eleven (11) years. She noted the school is flying multiple flags at other locations on school property. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt **RESOLUTION 2020-R-044 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS, INC. FOR THE CONCRETE FLATWORK AND CURB REPAIR PROGRAM**). The Village has utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors for the last two (2) years for maintaining and constructing sidewalks and curb repairs on Village-owned properties. Its services included sidewalk repairs, new sidewalk extensions in gap locations, curb removal and replacement, as well as ADA and driveway apron improvements throughout the Village. Last years' service contract provided the Village the potential of extending the contract for two (2) additional years at a 2.5% annual increase. Last year's services by J&J Newell were found to be acceptable and its previous services for the Village find them to be a credible, trustworthy Contractor. Consider approving a contract extension with J&J Newell Concrete Contractors, Inc. for the Concrete Flatwork and Curb Repair Program. Funds for this work are included in the approved FY 21 budget. This is unit pricing total costs are based on work performed. This item was discussed at the Committee of the Whole meeting on May 5, 2020, held prior to this meeting

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt **RESOLUTION 2020-R-045 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND TRAFFIC CONTROL COMPANY FOR THE PAVEMENT STRIPING PROGRAM**. In maintaining roadways, the Public Works department utilized the pavement striping services of Traffic Control Company last year to clean and re-stripe nearly all major locally-owned streets throughout the Village and several residential roadways as well. Its services included approximately 12 miles of roadway striping throughout the Village last year. Last years' service contract allowed the Village the potential of extending the contract for two (2) additional years at an annual 1.25% increase. Last year's services by Traffic Control Company enabled the Village to get almost 2.5 additional miles of roadways striped and its previous services for the Village find it to be a credible, trustworthy Contractor. Consider approving a contract extension with Traffic Control Company for the Pavement Striping Program. Funds for this work are included in the approved FY 21 budget. The unit pricing total costs are based on work performed. This item was discussed at the Committee of the Whole meeting on May 5, 2020, held prior to this meeting.

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

8

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Glotz, to adopt **RESOLUTION 2020-R-046 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IHC CONSTRUCTION COMPANY, LLC FOR THE FIBER OPTIC EXTENSION PROJECT**. This project consists of the underground horizontal drilling of cable duct and communication cables (fiber optic and copper phone lines) from the existing utility vault at the 80th Avenue Metra Train Station to the Post 11 Water Tower. This work will be in the public right of way and requires permitting and coordination with the Cook County Highway Department to cross 80th Avenue, as well as, the Buckeye Pipeline which is in the west right of way along 80th Avenue. This project is a continuation of an established program to link Village facilities by fiber optic cable to enhance communications systems and reduce reliance on phone lines. Additional phases later will extend the Village fiber network further north.

Consider approving a contract with IHC Construction Company, LLC for the Fiber Optic Extension Project in the amount of \$139,700. This item was discussed at the Committee of the Whole meeting on May 5, 2020, held prior to this meeting.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to adopt **RESOLUTION 2020-R-047 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND VISU-SEWER FOR POST 7 FORCE MAIN LINING ALTERNATE FIVE (5)**. Upon completion of a bid process for cleaning, televising, and lining the force main starting at Post 7 Lift Station (164th and Harlem Avenue) ending at Normandy Drive and 167th Street, Visu-Sewer was awarded the contract to perform the base bid plus alternates one (1) through four (4). Alternate five (5) is the final phase of the project.

Consider awarding a contract to Visu-Sewer in the amount of \$677,350.00. This item was discussed at the Committee of the Whole on May 5, 2020, held prior to this meeting.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

9

Motion was made by Trustee Berg, seconded by Trustee Brady, to adopt **2020-R-048 AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY**. The Village participates in a consortium with 150 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity. In addition to the Village's residential and small business electric aggregation program, NIMEC also periodically goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With 150 communities that participate in NIMEC's consortium, aggregating the collective volume achieves savings that would otherwise not be available if the accounts were bid individually.

NIMEC will be holding a group bid for Street Lighting accounts on June 4th, 2020. As with the previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager, to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.

Mayor Pro Tem Glotz asked if there were any comments from members of the Board. There were none. Mayor Pro Tem Glotz asked if there were any comments from members of the public. Paul O'Grady, Village Attorney, stated there were no written comments by email, delivered to the drop box, or requests to comment via telephone received for this item. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried.

At this time, Mayor Pro Tem Glotz asked if anyone from the Staff would care to address the Board. No one came forward.

At this time, Mayor Pro Tem Glotz asked if anyone from the Board would care to address the Board.

Trustee Berg wished all the nurses and teachers a Happy Nurses Week and Happy Teachers Week. She also wished all the moms a Happy Mother's Day.

Trustee Brady stated on Friday, May 8, 2020, from 10 a.m. to 2 p.m. emergency food will be passed out to those suffering or have been laid off due to the COVID-19 Pandemic at the Orland Township Office, 14807 Ravinia Drive, Orland Park. This will take place again on May 22, 2020.

Trustee Brennan wished all the moms a Happy Mother's Day.

Trustee Galante thanked staff for keeping the Board and Village moving along with Village business during these difficult times.

Trustee Mueller thanked Community Development Director Kimberly Clarke and Interim Community Development Director Paula Wallrich for their hard work with the Marriott Project and Pete's Market. He wished everyone a Happy Cinco de Mayo.

Mayor Pro Tem Glotz stated that he hopes the Village is close to opening soon, noting that Governor Pritzker unveiled his plan for phasing the lifting of current restrictions. Mayor Pro Tem Glotz commended the Public Safety Departments for keeping our residents safe during this trying time. He also congratulated Staff and Trustee Mueller for their hard work on Pete's Market.

Special Meeting of the Board of Trustees – Minutes**May 5, 2020**

10

Mayor Pro Tem Glotz asked if anyone from the public submitted written comment. Mr. O'Grady stated no written comments were received via the drop box at the Village Hall. He stated that one (1) written comment was received via email before the deadline and forwarded to Village Officials. This one (1) written comment was received on May 4, 2020, from Stephen Eberhardt. Mr. Eberhardt requested to attend the meeting personally. He was informed that the Village Hall is closed to the public. Mayor Pro Tem Glotz asked if there was anyone from the public who wished to comment telephonically. Village Attorney O'Grady stated that there were none received.

Motion was made by Trustee Glotz, seconded by Trustee Brady, at 7:51 p.m. to adjourn to Executive Session to discuss the following:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adjourn the regular Board meeting. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. Mayor Pro Tem Glotz declared the motion carried and adjourned the special Board meeting at 8:55 p.m.

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

APPROVED:

Village President

ATTEST:

Village Clerk

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-051

**A RESOLUTION SEEKING IMMEDIATE MODIFICATIONS TO THE
RESTORE ILLINOIS PLAN TO REOPEN BUSINESSES AND RESUME
CIVIC ACTIVITY**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-051**A RESOLUTION SEEKING IMMEDIATE MODIFICATIONS TO THE
RESTORE ILLINOIS PLAN TO REOPEN BUSINESSES AND RESUME
CIVIC ACTIVITY**

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

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

WHEREAS, state of Illinois Governor JP Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

WHEREAS, the Village of Tinley Park and its officials and residents recognize that the Illinois Emergency Management Act, 20 ILCS 3305/1, *et seq.* (the “Act”) authorizes the Governor of the State of Illinois to issue emergency disaster proclamations and confers upon the Governor certain enumerated emergency powers after a disaster has been proclaimed, that he or she may exercise for a period of not to exceed 30 days (20 ILCS 3305/7);

WHEREAS, on April 1, 2020 Governor J.B. Pritzker issued Executive Order No. 8 which *inter alia* ordered: (1) residents to stay at home or place of residence; (2) “non-essential” businesses and operations must “cease”; (3) certain activity is “prohibited” in any form, except for “essential activities” which include, among other things (a) “outdoor activity” so long as “social distancing” is adhered to; (b) essential travel, as well as (c) food, medical, day care and professional services; and (5) citizens must engage in “social distancing” which specifically

requires citizens to maintain a six (6) foot social distance from others; (b) citizens must wash hands with soap “for at least twenty seconds” as frequently as possible, (c) must cover coughs or sneezes, and may not shake hands (the “Stay at Home Order”); and

WHEREAS, the Governor issued a second Proclamation continuing the same COVID-19 disaster and issued an Executive Order extending the Stay at Home Order until April 30, 2020; and

WHEREAS, on April 30, 2020, the Governor issued Executive Order No. 30 easing certain restrictions in the Stay at Home Order and modifying some restrictions until May 30, 2020 (the “Amended Stay at Home Order”); and

WHEREAS, while it is undeniable that the Stay at Home Order has had a positive effect on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating financial impact on the businesses and residents in the State of Illinois and of the Village of Tinley Park; and

WHEREAS, the Village is continuing its efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions; and

WHEREAS, the Governor has developed a Restore Illinois Plan breaking the State into four geographic regions for reopening; and

WHEREAS, for some of the regions there are more dissimilarities between communities than there are similarities as it relates to COVID-19.

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 ONE: The Village of Tinley Park commends the Governor for developing a written plan known as Restore Illinois to provide a path forward so that the public has something to respond to.

SECTION TWO: The Village of Tinley Park immediately requests the Governor to modify the Restore Illinois Plan to base the State on the 11 Emergency Medical Services Regions that have traditionally guided its statewide public health work rather than four newly created Regions, in addition to 14-day timeline periods in comparison to the 28 day timeline periods currently in place.

SECTION THREE: The Village of Tinley Park urges the Governor to work with the Legislature and Illinois Department of Commerce and Economic Opportunity to develop workable precautions, operational restrictions and reasonable guidelines and controls for the opening of restaurants, bars, salons, and other businesses in Phase 3 of the Restore Illinois Plan.

SECTION FOUR: The Village of Tinley Park further urges the Governor to work with the Legislature and Illinois Department of Commerce and Economic Opportunity to develop workable precautions, operational restrictions and reasonable guidelines and controls for the opening of child care providers, fitness facilities, and entertainment facilities of the Restore Illinois Plan, which otherwise will continue to be negatively impacted until the late phases of the reopening plan based on the Village's current region location.

SECTION FIVE: This Resolution shall be in full force and effect upon passage and approval.

APPROVED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-051, “A RESOLUTION SEEKING IMMEDIATE MODIFICATIONS TO THE RESTORE ILLINOIS PLAN TO REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

VILLAGE CLERK



Interoffice Memo

To: Village Board
 Cc: David Niemeyer, Village Manager
 From: Paula Wallrich, Acting Community Development Director
 Date: May 19, 2020
 Subject: 6201 175th Street Driveway Easement

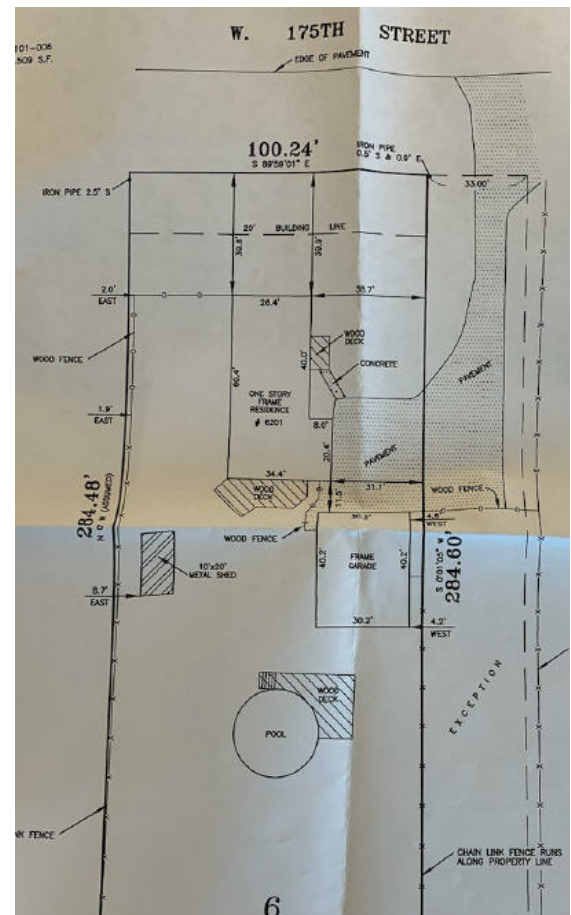


BACKGROUND:

Brendan and Nicole Fitzgerald, owners of property located at 6201 175th Street, have a contract for sale of their home. During the closing transactions their attorney noted there was no easement of record of rights to allow use of their driveway located on the unimproved 62nd Avenue right-of-way (ROW). The attached Driveway Easement Agreement grants the owners, and subsequent owners, a perpetual non-exclusive easement for ingress and egress over the ROW for the use of a driveway. It also provides them with the right to maintain and repair the driveway as may be needed from time to time. The Village has no plans for improvement of this ROW but per the agreement has the right to access any utilities or underground facilities in the future.

RECOMMENDATION:

Approve and execute the Driveway Easement Agreement.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-052

**A RESOLUTION APPROVING A DRIVEWAY EASEMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND
BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-052**A RESOLUTION APPROVING A DRIVEWAY EASEMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND
BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET**

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

WHEREAS, the Village of Tinley Park ("Village"), has considered a Driveway Easement Agreement ("Agreement") 6201 175th Street, within the Village; and

WHEREAS, a true and correct copy of said Agreement is 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 interest of said Village of Tinley Park that said Agreement be approved and accepted; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the agreement, attached hereto as Exhibit 1, and all necessary Village Officials are hereby authorized to execute the agreement prior to the final recording subject to review and revision as to form by the Village Attorney and Village Staff.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-052, “**A RESOLUTION APPROVING A DRIVEWAY EASEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit 1

(The Above Space for Recorder's Use Only)

DRIVEWAY EASEMENT AGREEMENT

This Agreement entered into this __ day of April 2020, by and between Brendan Fitzgerald & Nicole Fitzgerald ("Grantees") whose address is 6201 175th St. Tinley Park, IL 6047 located in the county of Cook, and State of Illinois and Village of Tinley Park ("Grantor").

WHEREAS, Grantees are the owners of a parcel of property described as "Exhibit A" which legal is attached hereto and made a part hereof; and

WHEREAS, Grantor is the owner of a parcel of certain dedicated right-of-way abutting the Grantees Property.

WHEREAS, a portion of the right-of-way serves the Grantees property as a driveway. Said driveway is depicted in that certain Plat of Survey performed by KDC Consultants dated Jan 27 2009 and noted as "pavement." A copy of which is attached hereto as "Exhibit B".

WHEREAS, both Grantor and Grantees desire to keep and maintain the driveway as it presently exists:

NOW THEREFORE FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned GRANTOR, its successors and assigns, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, grants, warrants and conveys to the GRANTEES, and its successors and assigns, a perpetual non-exclusive easement and privilege of ingress and egress over the area outside of Grantees lot line and demarked "pavement" all as depicted on Exhibit B for the sole use of a driveway for vehicular and pedestrian access with the right to maintain and repair the driveway as GRANTEE may from time to time require for the purpose of this grant and the right to clear said driveway of ice snow and other build up including but not limited to bushes and other obstructions from the easement.

Reservation of Rights

Notwithstanding the grant of easement set forth above the Grantor expressly reserves the all of its rights in the property and that of all other governmental authorities having jurisdiction of the land over the entire easement area for ingress, egress and the performance of any and all municipal and other

governmental services including the installation repair and maintenance of any and all existing or future underground facilities and utilities and in no case shall the GRANTEE(S) permit any interference with the proper operation and maintenance of any underground facilities or utilities and no permanent structures shall be erected at any time upon the easement area. GRANTEE(S) agree to restore all property, including but not limited to landscaping, sod and/or blacktop, disturbed by its activities in use of the easement to the condition existing prior to the disturbance or better.

This easement and all the terms, conditions, rights and obligations contained herein shall run with the land and the covenants and agreements herein contained shall be binding upon the parties hereto, their respective GRANTEES, lessees, GRANTORS, its successors, assigns and all subsequent owners of the fee title to the real estate described above by parcel number and common address.

INDEMNIFICATION

GRANTEE, its heirs, successors and assigns, assumes all liability and shall indemnify, defend and hold harmless the Grantor, its officers and employees, for any injury and damage to persons or property occasioned by or arising in connection with GRANTEES use of the easement area.

GENERAL TERMS

1. The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns, and shall run with the title of Property.

2. Neither the VILLAGE, its officers, agents or employees, including any public utility that is authorized to use the public right-of-way, shall be liable for any damage incurred to the easement during or as a result of any repair, maintenance, operation, use or installation of equipment or facilities within the VILLAGE right-of-way, including but not limited to tree removal. Nothing herein shall relieve the Grantee or Grantor or any other person from the obligation to comply with the Illinois Underground Utilities Facilities 4 Damage Prevention Act, 220 ILCS 50/1 et seq.

WITHOUT THE MUTUAL CONSENT of both parties the driveway easement herein will not be extended to serve any other property.

THIS AGREEMENT shall be binding upon the heirs, successors, and assigns of any owner hereunder and shall run with the land of both parties.

e

Brendan Fitzgerald

Village of Tinley Park

Nicole Fitzgerald

Subscribed and Sworn to before me
This ____ day of _____, 2020

Notary Public

Subscribed and Sworn to before me
This _____ day of _____, 2020

Notary Public

Exhibit A

LOT 6 (EXCEPT THE EAST 33 FEET THEREOF) IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS).

**Interoffice****Memo**

Date: March 5, 2020

To: John Urbanski, Interium Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Award-Renewal Lawn Treatment 2020 (Year 3 of 3)

Presented for May 19, 2020 COW and Village Board Meeting for consideration and possible action:

Scope of Work: This service contract is a renewal for a qualified contractor to provide lawn treatments to the Villages 234 acres of lawn areas throughout Tinley Park. The scope varies by location.

Description: Public Works is recommending that we extend our current contract for an additional year for lawn treatments at various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the second and final extension for a total of 3 (three) years.

Background: The 2018 service contract was advertised and bid in accordance with state bidding laws and provided the Village the potential of extending the contract for two (2) additional years. The past year TruGreen has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding in the amount of \$45,000.00 will be available in the FY21 Budget; Road and Bridge.

Budget Available	\$45,000.00
Costs Landscaped Bed Maintenance	<u>\$32,936.00</u>
Difference (Under Budget)	\$12,064.00

Staff Direction Request:

1. Approve the service contract for FY21 mowing contract for TruGreen in the amount of \$32,936.
2. Direct Staff as necessary.

Attachments

1. Recommendation letter from Site Design Group

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-056

**A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT
WITH TRUGREEN FOR THE VILLAGE OF TINLEY PARK LAWN CARE PROGRAM**

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

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

RESOLUTION NO. 2020-R-056**A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT WITH TRUGREEN FOR THE VILLAGE OF TINLEY PARK LAWN CARE PROGRAM**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with the Trugreen, a true and correct copy of such Second Extension Contract 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 Contract 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 "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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

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

ADOPTED this 10th day of April, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of April, 2020, by the President of the Village of Tinley Park.

Village President Pro-Tem

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-056, “**A RESOLUTION APPROVING THE SECOND EXTENSION OF THE AWARDED CONTRACT WITH TRUGREEN FOR THE VILLAGE OF TINLEY PARK LAWN CARE PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

February 26, 2020

Ms. Kelly Mulqueeny

Street Superintendent

Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477



re: **Village of Tinley Park Lawn Treatment – Contract Renewal Recommendation**

Dear Kelly:

At this time, we would like to recommend renewal of the Lawn Treatment contract with the current contractor, TruGreen.

During our routine landscape maintenance inspections which took place throughout the growing season last year, occasional weed management issues did occur, but TruGreen was always very responsive and addressed outstanding issues as directed by the Village in a timely manner.

TruGreen is interested in continuing their work with the Village, as referenced in their letter from September 10, 2019. This renewal would be the second of two possible renewal options for the Lawn Treatment contract. The contract amount for this renewal option is \$45,000, as TruGreen did not escalate their bid costs above the initial year.

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

Sincerely,

Mitch Murdock

Project Manager – site design group, ltd.

CC: RKS / BM/ KM

site design group, ltd.
888 south michigan avenue #1000
chicago, illinois 60605
tel 312.427.7240 fax 312.427.7241
www.site-design.com

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Forty five thousand dollars and 00/100 Dollars (45,000.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

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

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

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

The undersigned Mark Csernus, as Business Dev. Rep and on behalf
(Name) (Title)
of Tru Green Limited Partnership having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

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

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

Authorized to do business in the State of Illinois: Yes ☒ No ☐

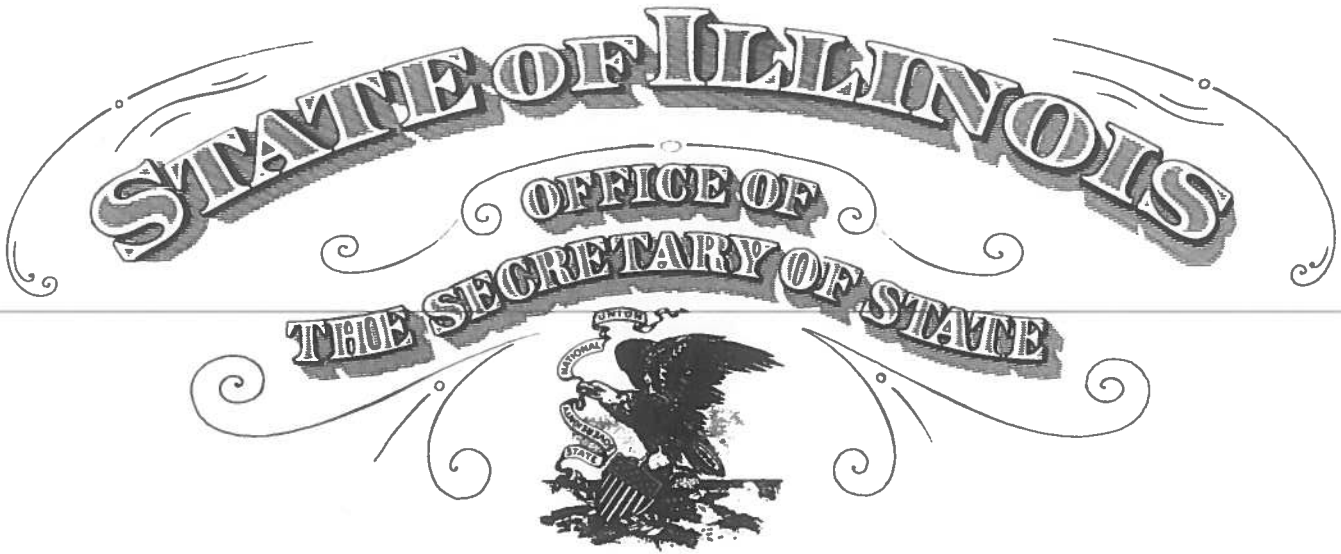
Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-3734669

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

File Number

S005553



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

TRUGREEN LIMITED PARTNERSHIP, A DELAWARE LP/LLP HAVING OBTAINED AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 05, 1991, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LP/LLP AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING HAD ITS AUTHORITY REVOKED NOR HAVING FILED A NOTICE OF CANCELLATION.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 13TH
day of MAY A.D. 2020 .

Jesse White

Authentication #: 2013404122

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): _____

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

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Outdoor Home Services Holdings LLC																																				
2 Business name/disregarded entity name, if different from above DBA TruGreen and Action Pest Control																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC																																				
<input type="checkbox"/> C Corporation																																				
<input type="checkbox"/> S Corporation																																				
<input type="checkbox"/> Partnership																																				
<input type="checkbox"/> Trust/estate																																				
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																				
5 Address (number, street, and apt. or suite no.) See instructions. 1790 Kirby Parkway, Forum II		Requester's name and address (optional)																																		
6 City, state, and ZIP code Memphis, TN 38138																																				
7 List account number(s) here (optional)																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																				
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 45%;">Signature of U.S. person ▶ <i>Benny E. Cummings</i></td> <td style="width: 40%;">Date ▶ <i>1-9-2020</i></td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <i>Benny E. Cummings</i>	Date ▶ <i>1-9-2020</i>																															
Sign Here	Signature of U.S. person ▶ <i>Benny E. Cummings</i>	Date ▶ <i>1-9-2020</i>																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																				

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

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

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

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

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

_____ Form C Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

TruGreen Limited Partnership
Name of Contractor (please print)

Mark Cernus
Submitted by (signature)

Business Dev Rep
Title

Certificate of Compliance with Illinois Human Rights Act

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

TruGreen Limited Partnership
Name of Contractor (please print)

Mark Cernus
Submitted by (signature)

Business Dev Rep
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

TruGreen Limited Partnership
Name of Contractor (please print)

Mark Cernus
Submitted by (signature)

Business Dev Rep
Title

Certificate Regarding Sexual Harassment Policy

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

TruGreen Limited Partnership
Name of Contractor (please print)

Mark Cosma
Submitted by (signature)

Business Dev Rep
Title

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

The undersigned hereby certifies that:

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

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

TruGreen Limited Partnership
Name of Contractor (please print)

Mark Cosma
Submitted by (signature)

Business Dev Rep
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

N/A
Name of Contractor (please print)

Mark E. Carmo
Submitted by (signature)

Business Dev Rep
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

TryGreen Limited Partnership
Name of Contractor (please print)

Mark Carmo
Submitted by (signature)

Business Dev Rep
Title

[Signature Page to Follow]

CONTRACTOR NAMEBY: Mark Csernus5/15/20

Date

Printed Name: Mark CsernusTitle: Zone General Manager

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)_____
Date**VILLAGE OF TINLEY PARK**

BY: _____

Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for ?????????????? as detailed in:

- **Proposal Title ##### dated MONTH DATE, 2019**
-

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/26/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: JoAnn Warpool PHONE (A/C, No, Ext): 615-377-5153 FAX (A/C, No): 615-263-5853 E-MAIL ADDRESS: JoAnn.Warpool@ajg.com															
INSURED TruGreen Limited Partnership 1790 Kirby Parkway Forum II Tower Memphis TN 38183		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Commerce and Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D: American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Commerce and Industry Insurance Company	19410	INSURER B: National Union Fire Insurance Company of Pittsburg	19445	INSURER C: New Hampshire Insurance Company	23841	INSURER D: American Home Assurance Company	19380	INSURER E:		INSURER F:	
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INSURER D: American Home Assurance Company	19380																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 569329913

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Appl <input checked="" type="checkbox"/> \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5425760	1/1/2020	1/1/2021	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$ in \$20,000,000 \$
B C B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$200,000 Ded		CA4993205 CA4993207 CA4993206	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC017515698 WC017515701	1/1/2020 1/1/2020	1/1/2021 1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See remarks page for additional workers compensation policies.
 General Liability Coverage has Pesticide or Herbicide Applicator Endorsement. All Workers Compensation Policies have \$2,000,000 Deductible
 The named insured includes (but is not limited to): TruGreen dba Leisure Lawn

CERTIFICATE HOLDER

TruGreen Limited Partnership
 1790 Kirby Pkwy
 Forum II
 Memphis TN 38138

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ACORD **ADDITIONAL REMARKS SCHEDULE** Page 2 of 3

AGENCY Arthur J. Gallagher & Co.		INSURED TruGreen Limited Partnership	
POLICY NUMBER See Certificate		EFFECTIVE DATE 1/1/2020	
CARRIER See Certificate		INSURANCE	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER E: Illinois National Insurance Company	23817
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

POLICY LIST	TYPE OF INSURANCE	ADDED	REMOVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	WORKERS COMPENSATION	NA		WC017515699 IL,KY,NC,NH,PA,UT,VA,VT SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	
C	WORKERS COMPENSATION	NA		WC017515702 MA,OH,WA,WI,WY SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	
E	WORKERS COMPENSATION	NA		WC017515700 FL SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Arthur J. Gallagher & co.		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER see certificate			
CARRIER see certificate	NAIC CODE	EFFECTIVE DATE 1/1/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Additional Information

*The Named Insured includes (but is not limited to):

TruGreen Holding corporation

TruGreen, Inc.

TruGreen companies LLC

TruGreen Limited Partnership

EG Systems, LLC

d/b/a Scotts Lawn Service

d/b/a Action Pest Control

d/b/a Ortho Pest Control

Outdoor Home Services, Inc.

Subcontractors who will Perform Work on the Project

[illegible]

[illegible]

[illegible]

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

Date	Law	Determination	Penalty

ADDENDUM NO. 1

2018 Tinley Lawn Treatments
Tinley Park, Illinois 60477

site Project Number 7947
December 20, 2017

This addendum forms part of the Contract Documents for the above named project and contains the following changes which are highlighted in red in the updated bid package:

1) Clarifications & Changes

- a. A cashier's check in the same amount would be acceptable in lieu of a performance bond.
- b. On form 00141 Treatment 2-1 under the On Demand Services, a section for bid numbers on tree and shrub treatment services has been added.

2) Form 00141

- a. An updated form 00141 is included as part of this addendum. This updated form should be filled out and submitted with the bid in place of the old version.

END OF ADDENDUM NO. 1

PROJECT MANUAL

for

**Village of Tinley Park
TINLEY LAWN TREATMENTS 2018**

located at

Tinley Park, Illinois

for

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

This Project Manual contains bidding information, bidding and contract forms, drawings, and the Specifications for the Project. The contents of this manual, the accompanying Drawings and any Addenda constitute the Bid Documents for this Project.

Landscape Architect
site design group, ltd.
888 South Michigan Ave #1000
Chicago, Illinois 60605
312-427-7240

Project No.7946
December 11, 2017

TABLE OF CONTENTS

Division	Section Title	Pages
DIVISION 00 – PROCUREMENT AND CONCTRACTING REQUIREMENTS		
00115	INSTRUCTIONS TO BIDDERS	7
00140	BID FORM.....	6
00141	TREATMENT PROGRAM 1 BID BREAKDOWN.....	4
00141	TREATMENT PROGRAM 2 BID BREAKDOWN.....	1
00141a	EXHIBIT A - LOCAL VENDOR PURCHASING POLICY	1
	EXHIBIT B – RESPONSIBLE BIDDER	1
00141c	CERTIFICATIONS BY CONTRACTOR.....	3
	REQUIRED INSURANCE.....	1
DIVISION 01 - GENERAL REQUIREMENTS		
01010	SUMMARY OF WORK	1
DIVISION 02 - SITE CONSTRUCTION		
02925	LAWN TREATMENT.....	15
APPENDIX		
	MOWING MAPS.....	81
	MONUMENT SIGN MAPS.....	8

SECTION 00115
INSTRUCTIONS TO BIDDERS
Tinley Lawn Treatment 2018
Tinley Park, Illinois

1 . PROJECT

- A. Sealed Bids are invited for: Tinley Lawn Treatment 2018
- B. Location: Scattered sites throughout the Village of Tinley Park, Illinois
- C. Based upon Construction Contract Documents prepared by:
 - 1. site design group, ltd.
888 South Michigan Avenue #1000
Chicago, IL 60605
312-427-7240 telephone

2 . BID DELIVERY AND TIME DEADLINE

- A. Sealed Bids, clearly marked "TINLEY LAWN TREATMENT 2018 PACKAGE" will be received at the Village of Tinley Park Clerks Office, 16250 S. Oak Park Ave., Tinley Park, IL until 1:55 p.m. (central time) on Thursday, December 28th, 2017.
- B. Proposals will be publicly read aloud at 2:00 p.m. on December 28th, 2017. No bid shall be withdrawn after the opening of the bids without the consent of the Mayor and Board of Trustees for a period of forty-five days after the scheduled time of closing bids.
- C. Bids must be made in full accordance with these "Instructions to Bidders".
- D. All copies of the Bid (and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.
 - 1. The envelope shall be addressed to the party receiving the Bid and shall be identified with the Project name, the Bidder's name and address.
 - 2. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- E. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated above, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- F. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- G. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

3 . APPLICABLE LAWS:

- A. The bidder shall become familiar with all laws, ordinances, regulations and Codes of Federal, State, City and other local governmental agencies, which may in any manner affect the preparation of proposals or the performance of the Contract.

4 . EXAMINATION OF DOCUMENTS AND PROJECT SITE

- A. The Bid Documents, including specifications, are available online on the Village of Tinley Park Contract Opportunities website <http://www.tinleypark.org/index.aspx?nid=115> The bid documents will be available at **8:30 AM on Monday, December 11, 2017.**

- B. Complete sets of Bid Documents shall be used in preparing Bids including issued Addendum. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Pre-Bid Meeting: Recommended Meeting **December 19, 2017 at 9:30 AM** at Public Works office, 7980 W. 183rd St.
- D. Before submitting a Bid, bidders shall carefully examine the Contract Documents and existing conditions and limitations of the jobsite, to assure that all costs to complete the Project under the requirements of these Documents are included in the Bid. The submission of a proposal shall be accepted as evidence that the Bidder has followed the instructions herein and the Bidder shall, therefore, be singularly responsible for any and all errors that may be included in the Proposal resulting from failure or neglect to comply with these instructions.
- E. After the Bid Opening, no allowance will be made to any Bidder for any change in the scope or price of the Project due to items which would have been apparent by the Bidder's proper examination of the Documents and jobsite, during the bidding period.
- F. Should Bidders, upon examination of Bid Documents and project site, discover discrepancies, omissions, or duplications in the Bid Documents, or questions of scope or intended quality, they shall immediately report in writing via electronic mail to:

Mitch Murdock
site design group, ltd.
888 South Michigan Avenue #1000
Chicago, IL 60605
mitchell.murdock@site-design.com
646-271-9383

no later than **Thursday, December 21, 2017 at 10:00 a.m.** prior to the date of Bid Receipt to the following address. site design group, ltd. will respond in one of two ways:

- 1. By issuing a written statement of explanation
- 2. By issuing an Addendum
- G. Bidder shall acknowledge receipt of any addendum or notices by completing Section 00140, Bid Form, Part I, A, 1 prior to finalizing their bid.
- H. Neither site design group ltd. nor the Village of Tinley Park shall be responsible for any oral interpretations.
- I. During the bidding, certain revisions to the Contract Documents may be initiated. These revisions shall be issued in writing, as Addenda, and will be numbered. Any and all Addenda shall be incorporated as part of the Documents and shall supersede all previous information in these Documents they affect.

5. ADDENDA

- A. Addenda will be e-mailed to all who are known by the Architect to have received a complete set of Bidding Documents according to the list of potential bidders who have downloaded the package of materials from the Village website.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- C. No Addenda will be issued later than five (5) calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

6 . PREPARATION OF BID FORM AND ATTACHMENTS

- A. Bids shall be submitted on the Bid Form included with the Contract Documents.
- B. All blank spaces on the Bid Form must be filled in, including Addenda, if any are issued during the bid period, in order for the Bid to be valid.
- C. Alternate Bids: Spaces for Alternate Bids should be filled in with the amount increased or decreased to the Base Bid.
- D. Allowances: Allowances stated in Section "Allowances" shall be included in the Lump Sum Bid.
- E. Voluntary Alternate Bids: No voluntary alternates will be considered at this time.
- F. Unit Prices: Spaces for unit prices on the attached Bid Form shall be filled in with the amounts for increases or decreases in type of work indicated. Unit prices shall be used for adjusting the Contract Sum in accordance with changes in the work.
- G. All bid amount totals shall be given in both words and figures. In the event of a discrepancy between the words and figures, the words shall govern.
- H. Each Bidder must base his bid on materials and equipment described in the Contract Documents.
- I. The amount of the Base Bid must include, but not be limited to the following:
 - 1. The Owner is a tax-exempt body and is, therefore, exempt from certain sales and use taxes.
 - 2. All fees for royalties and patents.
 - 3. All temporary facilities as required. Contractor may use Owner supplied electric, water and natural gas utilities on the site. All other costs for temporary equipment and temporary utility hookups are the responsibility of the Contractor.
- J. Letter certifying no exclusions to plans and specifications.
- K. Contractor Personnel: Each bidder must provide a list of key individuals to be assigned to the Project. Include individual's role and time commitment to the Project.
- L. Material suppliers specified shall be used for preparation of the bids. Substitution requests shall not be allowed at the time of bidding.
- M. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

7 . OTHER CERTIFICATIONS AND SUBMITTALS

- A. All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.

1. Bidder Eligibility Certification and Non-Collusion Affidavit.
2. Certificate of Compliance with Illinois Human Rights Act.
3. Certificate of Compliance with Illinois Drug-Free Workplace Act.
4. Certificate of Compliance with Sexual Harassment Policy.
5. Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act.
6. Certificate of Compliance with Prevailing Wage Requirements.
7. Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance.
8. Contractor Qualification References

8. BID SECURITY

- A. A certified check or bid bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
- B. The Bid Security of the successful Bidder shall be returned to him immediately after the execution of the Agreement and upon delivery to the Owner of all requested bonds or certificates.
- C. The Bid Security of all unsuccessful Bidders shall be returned to them, after the Bid opening, as soon as is practicable.
- D. In submitting a Bid, the Bidder understands and agrees that if his Bid is accepted, and if bidder fails to enter into an Agreement with the Owner, bidder shall forfeit his Bid Security paid to the Owner, not as a penalty, but as liquidated damages due to such failure.

9. PERFORMANCE AND PAYMENT BOND

- A. Bidder shall furnish Performance and Payment Bond for the full amount of the Contract within seven (7) days of Notification of Award for the Contract. The Bid Form provides space for Performance and Payment bond information.
- B. Bond shall be written on AIA Document A311, "Performance Bond and Labor and Material Payment Bond".
- C. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by The Village of Tinley Park. Bonds in the form of certified or cashier's checks shall be made payable to The Village of Tinley Park. The Performance and Payment Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

10. BASIS OF AWARD

- A. The Village of Tinley Park reserves the right to reject any or all Bids for any reason and to accept any one Bid deemed most favorable to the best interests of the Village of Tinley Park.
- B. That in order to be considered a "responsible bidder" on any Village of Tinley Park public works projects, a bidder must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the village for the specific type of work to be performed:
 1. Compliance with all applicable laws and village codes and ordinances prerequisite to doing business in Illinois and in the Village;

2. Compliance with:
 - a. Submittal of federal employer tax identification number or social security number (for individual), and
 - b. Provisions of section 2000e of chapter 21, title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the equal employment opportunity provisions);
 3. Furnishing certificates of insurance indicating at least the following coverages at minimum limits established by the village: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability;
 4. Compliance with all provisions of the Illinois prevailing wage act, including wages, medical and hospitalization insurance and retirement for those trades covered by the act;
 5. Participation in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training;
 6. Compliance with the applicable provisions of the Illinois human rights act and the rules of the Illinois human rights commission, including the adoption of a written sexual harassment policy;
 7. Furnishing of required performance and payment bonds;
 8. Furnishing certification of no delinquency in the payment of any tax administered by the Illinois department of revenue;
 9. Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of either section 33e or 33e-4 of chapter 720, article 5 of the Illinois compiled statutes; and
 10. Furnishing evidence that the bidder has not only the financial responsibility but also the ability to respond to the needs of the village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.
- C. The successful Bidder shall be required to enter into a Contract with The Village of Tinley Park, covering the entire work of the Bid, and must furnish to the Owner all bonds, certifications, insurance documents, and other requirements, within seven (7) days after issuance of the Notice of Award of Contract or Letter of Intent.
- D. In determining the best Bidder, The Village of Tinley Park shall consider the following:
1. The Base Bid, Unit Prices, Contract Time and the costs for any required bonds or certificates.
 2. Competence of the firm and its staff to perform the required construction as indicated by the technical training, education and experience of the Contractors personnel and subcontractors who are assigned to perform the service.
 3. Ability of the Contractor and his subcontractor's ability to deliver the product competently and on an appropriate schedule to meet the needs of The Village of Tinley Park.
 4. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

5. Past performance as demonstrated by evaluations from previous clients with respect to cost control, quality of work and meeting project schedules. Include three (3) references with name of project, location, owner and current contact person.
6. The quality of performance of previous contracts or services.
7. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.
8. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide services.
9. The ability of the Bidder to provide future maintenance and service for use of the subject of the Contract
10. Information which The Village of Tinley Park may obtain through independent investigation.

E. COMPETENCE OF SUBCONTRACTORS

1. Each Bidder is required to complete the form attached to the Bid Form listing certain intended subcontractors to be employed on the Project.
2. The competence and responsibility of all subcontractors shall be considered in awarding the Contract. If subcontractors are unknown or their competence is questioned, it is understood that such subcontractor shall file, upon request, evidence of facilities, equipment, experience, financial and other data and references for investigation and qualification.
3. The Village of Tinley Park reserves the right to reject any subcontractor, reserves the right to require the Contractor to provide an alternate subcontractor prior to consideration of bid and/or award of bid, and reserves the right to reject the bid of any Contractor for failure to provide competent subcontractors.

F. QUALIFICATIONS OF CONTRACTORS

1. The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Department of Public Works that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner and within the required time deadlines. The Contractor shall be required to provide a minimum of three references for similar work. The Department of Public Works reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Department of Public Works that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Also, a 24 hour contact name and number shall be required.

- G. The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors preferential treatment when competing for contracts within the Village. A local vendor is defined as a business that has an actual business location with the Village of Tinley Park and is licensed by the Village. When considering contracts, the Village reserves the right to forego the lowest bid in favor of a local vendor when the amount of the local bidder exceeds that of the otherwise lowest bid as follows, provided both bidders are found to be responsive and responsible:

Contract Value
\$0 to \$250,000 5%
\$250,000 to \$500,000 4%

\$500,000 to \$750,000 3%
\$750,000 to \$1,000,000 2%
\$1,000,000 to \$2,000,000 1%

1. Maximum amount a local vendor's bid may exceed lowest responsive and responsible bid: \$25,000

11 . CHANGES AND WITHDRAWALS OF BID

- A. A Bidder may withdraw his bid and bid security, if one is required, at any time before the deadline set for Bid Opening, either personally or by written request. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. No Bid may be withdrawn after the Bid Opening, unless the award of the Contract is delayed for a period exceeding ninety (90) days after the Bid Opening.

12 . FINAL COMPLETION

- A. The Undersigned hereby affirms and states that, if awarded the Contract for said Work, he will commence Work immediately after receiving Notice to Proceed and will coordinate a schedule with the Owner and AOR to completely perform the work and the agreed upon schedule, based on working regular time in strict accordance with the Contract terms and conditions.

13 . CONSTRUCTION PROGRESS AND SCHEDULE

- A. Subject to the Village's issuance of required permits, the Contractor shall be notified to start work by issuance of a written Notice to Proceed by the Village of Tinley Park. Work shall start immediately after the issuance of a Notice to Proceed.
- B. Prior to work start, a Pre-Construction Conference will be held at the Public Works Garage located at 7980 West 183rd Street, Tinley Park, Illinois; to be determined.
- C. All Work shall be completed within the time period established in the Bid Form under Substantial Completion.
- D. A Construction Schedule shall be submitted in accordance with the requirements of these Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00140 - BID FORM**TINLEY LAWN TREATMENT 2018**

Tinley Park, Illinois 60477

BIDDER IDENTIFICATION:

Name of Bidder _____

Address _____

Contact/Title _____

Telephone _____

Fax Number _____

E-Mail Address _____

BID TO BE SUBMITTED TO:

Village of Tinley Park Clerks Office
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

I. THE BID:

- A. The Undersigned, representing the bidding firm named above, hereby submits a bid for all the work for the above mentioned project and further certifies that he has:

1. Thoroughly and completely examined and comprehended the Bidding Documents, including provisions of the proposed contract and the following Addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

2. Thoroughly examined and comprehended relevant portions of other available documents (e.g. plans and specifications for the existing facilities and equipment);
3. Visited the site, including a thorough tour and examination of relevant portions of the physical facilities affected by this work;
4. Familiarized with federal, state and local laws, ordinances, rules and regulations affecting and performance of this Work.
5. Studied and carefully correlated his observations with the requirements of the Construction Documents, including the availability of labor and materials;
6. Notified Architect of all conflicts, errors or discrepancies in the Bidding Documents affecting the Work and its cost;
7. Made such additional surveys and investigations as he deems necessary to determine his Bid price for work within the terms of the Construction Documents.
8. Agreed that the Work will reach final completion as noted in the Instructions to Bidders.
9. Furnish all bonds and insurance required by the bidding documents.

II. TOTAL BASE BID: Accordingly the undersigned proposes to provide the Work as described in the Contract Documents in a timely manner and to place it into satisfactory operation for the stipulated sums as follow:

A. TREATMENT PROGRAM ONE 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$ _____)

B. TREATMENT PROGRAM TWO 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$) _____)

C. TREATMENT PROGRAM ONE+ TREATMENT PROGRAM TWO (A+B) 2018 CONTRACT PRICE: All work required by the Contract Documents per the accompanying details

_____ Dollars (\$) _____)

BID BREAKDOWN

Complete and submit Section 00141 "Detailed Bid Breakdown" as part of Bid Submittal.

- A. PERFORMANCE BOND AND PAYMENT BOND: The undersigned states the cost of a Performance Bond (not included in Base Bid), in the amount of 100% of the contract by an approved surety company licensed to do business in the State of Illinois. The owner is in no way responsible for costs associated with performance bond and payment bonds. This cost is the responsibility of the contractor.

_____ Dollars (\$) _____).

- B. Prices quoted herein include all material, labor, freight, sales or use tax, licenses, final clean-up and any return trips required to complete the various phases of work.
- C. BID SECURITY: Per Instructions to Bidders.
- D. PREMIUM TIME FEES: All bid prices above are based on regular-time hourly labor rates, except as specifically noted otherwise in the bidding documents. The Owner may later require certain portions of the work originally assumed and bid as regular-time work be completed during hours deemed as premium time by the Contractor. Contractor shall be compensated for such possible occurrence in mutual agreement between Contractor and Owner.
- E. MARK-UP FEES: The Bidder agrees to the percentage mark-up fees stipulated in the mark-up schedule herein to be added to or deleted from the net price for changing the quantities of the work:

1. Prime Bidder's Schedule of Mark-Ups:
 - a) For any work performed by the Prime bidder's own forces, not involving sub-bidders.
 - b) Based on cost:
 - (1) Extra for additional work:
Overhead 10% Profit 5%
 - (2) Credit for deleted work:
Overhead 0% Profit 0%
2. Sub-Bidder's Schedule of Mark-Ups:
 - a) For the Bidder any work performed by his Sub-bidder.
 - b) Based on cost:
 - (1) Extra for additional work:
Overhead 5% Profit 2%
 - (2) Credit for deleted work:
Overhead 0% Profit 0%

F. SUBCONTRACTORS: The bidder proposes that this bid includes the work of the subcontractors listed below:

Trade Contractor (name, address, telephone, representative)

G. LEGAL ENTITY: The Bidder declares his legal entity as indicated by check mark (x) and inserted information as follows:

- () Corporation.
- () Sole Proprietor: An individual whose signature is affixed to this bid.
- () Partnership: State full names, titles, addresses, of all responsible principals or partners.

H. EXECUTION

Name

(legal name of bidding entity)

By

(individual authorized to act for entity)

Title

Date

Attest

Seal (if corporation)

CONTRACTOR QUALIFICATION REFERENCE SHEET

Bidders shall provide three (3) references from projects similar in scope within the last two (2) years.

MUNICIPALITY	
ADDRESS	
CONTACT NAME	
PHONE	
SCOPE OF WORK	
MUNICIPALITY	
ADDRESS	
CONTACT NAME	
PHONE	
SCOPE OF WORK	
MUNICIPALITY	
ADDRESS	
CONTACT NAME	
PHONE	
SCOPE OF WORK	

END OF SECTION 00140

Treatment Program 1: Once per year broadleaf herbicide application to lawn areas- Sites Found in Mowing Map Book

ID #	Map Grid /Page #	Name/ Description	Area (Sq Ft)	Area (Acres)	Treatment Program 1	2018 Contract Price	2019 Contract Price	2020 Contract Price
M001	1	Apple Pond (south/west sides) and Creekmont Parkway	45274	1.04	X			
M002	2	80th Av Parkways 159th-163rd st	75467	1.73	X			
M004	2	163rd St Parkway at ComEd ROW (both sides)	9257	0.21	X			
M005	2	Hillcrest Pond (dry) north side of 163rd St. & Evergreen	255603	5.87	X			
M006	3	76th Ave Medians - 161st St to 165th Pl	151174	3.47	X			
M007	3	Helen Keller Pond and Parkway (north side of Helen Keller School)	161810	3.9	X			
M009	5	Centennial Dr/Bremontowne Rd	30008	0.69	X			
M010	5	Kingston Ct. Parkway and Bremontowne Dr. Median	8403	0.19	X			
M011	5	Menards Berm Centennial Circle	13890	0.32	X			
M012	5	Village Hall 16250 S. Oak Park Ave.	183022	4.20	X			
M013	4	Harlem Ave Median - 161st to 163rd	11847	0.27	X			
M014	5	Oak Park Ave Parkway - east side St Boniface to Concrete Wall	41742	0.96	X			
M015	14	Pond North and South side of 168th St To Cherry Hill Ave	105177	2.41	X			
M016	8	167th St Parkway, north side along Com Ed ROW	7572	0.17	X			
M017	8	80th Ave Parkways 5 (west side) 163rd-167th st	34533	0.79	X			
M019	9	Lake Villa Pond (perimeter)Lake Villa Ave and 163rd St	98296	2.26	X			
M020	9	Post 7 - 164th and Harlem Ave E. side	4154	0.1	X			
M021	9	Harlem Ave Median - 163rd to 167th	23203	0.53	X			
M022	11	167th St Medians- Btw Harlem & Oak Park	8644	0.20	X			
M025	12	Post 1 -167th St Pump and Tanks 6640 167th St	73036	1.68	X			
M027	13	Easement North side of James St. Ridgeland to Leslie Ann	60910	0.55	X			
M028	14	Cherry Hill Pond and creekside ditch north of 168th St	152931	6.49	X			
M029	14	Plum Ct Pond	105091	3.02	X			
M030	14	Creekside Ditch - east and west sides, S of 168th St	99626	2.29	X			
M031	8	167th St Parkway, south side along Com Ed ROW	6831	0.16	X			
M032	15	Waterford Pond Easement at 169th St	9993	0.12	X			
M033	15	Waterford Pond (dry) at 169th/ComEd ROW	152650	3.5	X			
M034	15	171st St from 84th to Grissom Dr (north side)	8182	0.19	X			
M035	15	Pond F/Easement behind Grissom Middle School (17000 80th Av)	216151	4.34	X			
M036	15	Post 5 - Bayberry Plaza Guardrail	20960	0.48	X			
M037	10	167th St Guardrail by creek- 7606 & 7605 167th St. guardrail by creek	2386	0.05	X			
M038	16	171st St Parkway (north side) from Olcott Ave to 80th Ave	22906	0.53	X			
M039	16	80th Ave Parkways (east side) 167th-171st	41339	0.95	X			
M041	17	Pond F - 168th Pl and Sandy Ln Pond (dry)	73243	1.68	X			
M044	17	Midlothian Creek and (btw 170th St &Pl) Olcott parkway	73035	1.68	X			
M045	17	170th Pl and Harlem guard rails E. and W. side (parkway)	7258	0.14	X			
M047	17	170th Pl and Oketo Ave Vacant lot	7999	0.18	X			
M049	17	Harlem Ave Median - Sandy Ln to 170th	4065	0.09	X			
M050	17	171st St and Olcott Pond (dry) Fairmont Pond	474150	11.9	X			

M051	18	Sayre Ave Easement North side Sayre Ave. & 168th St.	11064	0.25	X			
M052	18	Oak Park Ave parkway/median 168TH St to 171st	19059	0.44	X			
M057	19	Ridgeland Ave Parkway (west side) 167th St. to Willow Ln.	63875	1.47	X			
M058	19	Willow Lane Ditch	65368	1.5	X			
M059	13	167th St Parkway along cemetery	10714	0.25	X			
M060	20	Andres Pond (dry)	42941	0.99	X			
M061	20	Christopher Ct Island	3170	0.07	X			
M062	20	Gaynelle Bridge Parkways	6450	0.15	X			
M063	22	171st St Parkway - 92nd Ave to 94th Ave	14182	0.33	X			
M064	22	94th Ave Parkways 171st-175th	77628	1.78	X			
M065	22	Briar and Thornwood pond (Pond J-2)	57129	1.31	X			
M066	23	88th Ave Parkway - 172nd to 174th (both sides)	56911	0.7	X			
M067	15	171st St Parkway - 92nd Ave to 88th Ave	50209	1.15	X			
M068	23	Thurnberry Ln/Shetland Dr Vacant Lot	24527	0.56	X			
M069	23	171st St and Mill Run Ct Vacant Lot	16409	0.38	X			
M071	23	175th St Parkway - Mulberry Ave to Timbers Pond	18910	0.25	X			
M072	23	Timbers Pond 88th Ave. & 175th St. Timbers	97180	2.67	X			
M073	24	171st St Parkway - Valley Dr to 84th Ave (south side)	12618	0.29	X			
M074	24	175th St Parkway - 84th Ave to creek (north side)	14539	0.52	X			
M075	25	84th Ave Parkway at creek - 171st to 175th St.	50668	1.16	X			
M077	25	175th St Parkway at ComEd right-of-way	11750	0.09	X			
M080	16	171st St Parkway - 80th to Ozark Ave (south side)	11229	0.26	X			
M081	26	172nd St and 80th Ave pond easements (dry)	6730	0.15	X			
M082	26	80th Ave and Dooneen - pond and parkways	23938	0.55	X			
M083	26	Post 3 Lift Station and 175th St Parkway - Oriole W to town homes N side	85163	1.95	X			
M084	26	Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)	22268	0.51	X			
M086	27	Post 4 - 173rd St Parkway (north side, Post 4) between Oriole Ave. & Oleander Ave.	8536	0.2	X			
M087	27	175th St Parkway and Pond (dry), Odell Ave - Oriole Ave	269482	6.02	X			
M088	18	171st St Parkway at Midlothian Creek (both sides)	8995	0.21	X			
M090	40	175th St and Hickory St Triangle Easement	11074	0.4	X			
M091	29	6720 North Street - Vacant Lot	11626	0.27	X			
M093	29	6742 North St	19022	0.44	X			
M093	31	Bull Dog Bridge 172nd St/66th Ct Parkways (north side) 67th Ct to 173rd St	27328	0.63	X			
M095	28	Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave	2205	0.05	X			
M096	31	Oak Park Ave Train Station - North St parking lot	40276	0.92	X			
M097	29	Vogt Plaza	3690	0.08	X			
M098	29	Old Central School Vacant Lot	144467	3.32	X			
M099	29	ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 68th Ct	9745	0.22	X			
M100	29	Subway Parking Lot 17217 Oak Park Av	9686	0.22	X			
M101	31	Oak Park Ave Train Station - South St parking Lot	36038	0.83	X			
M102	31	Ridgeland Easement 64th Ct. & Ridgeland	21893	0.50	X			
M103	31	Oak Forest Ave Easement (North side) 67th Ave. to Ridgeland	35240	0.81	X			
M104	34	94th Ave Parkways 175th-179th	151212	3.47	X			

M105	22	Fire Station #3 9191 W 175th St	4130	0.09	X			
M107	34	Ash and 176th - 9200 West	6834	0.16	X			
M108	36	84th Ave Parkway (East Side) from 175th to 179th	18541	0.43	X			
M109	36	Radcliff Pond and 175th St Parkway- just E of Humber	138191	3.44	X			
M110	36	179th St Pond north side of 179th St. & 86th	148543	3.41	X			
M111	36	88 Av & 175 St Parkways- 175 from Humber/88 and E side 88 from westbridge/175	11436	0.26	X			
M113	37	80th Ave Parkways 175th to 179th W side	25256	0.54	X			
M114	37	175th St and Queen Mary Ln Pond (dry)	75556	1.73	X			
M115	37	179th St Parkways 2 - 80th to 84th (both sides)	247856	5.69	X			
M116	37	Post 11 - Elevated Water Tank	11280	1.79	X			
M117	39	Sandalwood guardrail	5862	0.13	X			
M118	26	Bristol Park Pond (north/east sides) and 175th St Parkway (south side)	31208	0.39	X			
M119	40	179th St Parkway Harlem to Sayre	20239	0.46	X			
M120	40	Hickory Street Pump Station and N side of Hickory St	77386	1.78	X			
M121	43	Texas Roadhouse Drive/White Eagle Drive Parkway (east)	31891	0.73	X			
M122	43	Texas Roadhouse Drive/White Eagle Drive Parkway (west)	34071	0.78	X			
M123	44	183rd St Parkways and Median	225641	5.18	X			
M127	46	Pond South and North side 179th St and 86th	154971	3.56	X			
M129	45	Pond Newcastle Drive & Mansfield Dr	589789	11.84	X			
M130	35	179th St Parkway - Golden Pheasant to Upland Dr (south side)	39410	0.90	X			
M132	47	80th Ave Parkways 2 (west side)	7119	0.16	X			
M133	47	80th Ave Parkway RR to 183rd St (west side)	30599	0.70	X			
M134	47	Cork Road Pond and vacant lot	30635	0.70	X			
M135	48	183rd St Easement - 80th Ave to 76th (south side at guardrail only)	3468	0.08	X			
M137	48	Police Station 7850 183rd St	98820	2.27	X			
M138	48	80th Ave Parkway RR to 183rd St (east side)	18415	0.42	X			
M139	48	80th Ave Train Station	341177	7.83	X			
M142	48	Berm EMA Garage (7780 183rd St)	27231	0.63	X			
M143	48	Veterans Parkway Easement - 76th Ave to Timbers Drive	393658	6.78	X			
M144	48	Fire Training Tower	16196	0.37	X			
M145	60	Harlem Ave Median - 177th to 179th	91169	2.09	X			
M147	48	183rd Street Easement (south side)	8173	1.65	X			
M148	51	182nd/Sayre Ave Easement	33587	0.94	X			
M149	52	Ponds V and V-1 (dry) 181st St. & 65th Ave. Detention N. & S.	66163	1.51	X			
M150	53	183rd St and Ridgeland Easement	59724	1.44	X			
M151	52	183rd St/Oak Park Ave Parkway (NE Corner)	12441	0.29	X			
M152	53	Easement 181st St. & Highland	25845	0.68	X			
M153	44	183rd St Parkway 91st Ave-94th Ave	43659	1.00	X			
M156	55	92nd Ave Parkway (east side) 92nd Ave. S. of 183rd parkway	42078	0.97	X			
M159	46	183rd St Parkway (south side) 183rd Black Oak Dr-88th Ave	11348	0.26	X			
M160	58	183rd St Parkway (north side) 183rd PL to Tralee Trl	50002	1.15	X			
M161	59	185th St Parkway	10853	0.25	X			
M162	61	Convention Center Dr /183rd St Parkway (south/east side) and median	18057	0.41	X			

M163	61	North & South Sides of Creek Next to Jovan Broadcasting	180647	0.42	X			
M164	65	191st and Prosperi Dr Easement	108729	1.87	X			
M165	67	Fairfield Lane/Glenshire St Parkways at Fairfield Glen Wetlands	7744	0.18	X			
M166	69	80th Ave Parkways 191st St. to Greenway Blvd.	71013	1.63	X			
M168	63	Fire Station #4 7801 191st St	44807	1.03	X			
M169	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane	10398	0.12	X			
M171	62	18301 S Ridgeland Post 2 - 183rd St Pump and Tanks	130122	2.99	X			
M172	45	183rd St pond between 91st ave and Hilltop Ct	96447	2.21	X			
M173	67	88 Av parkways both sides from Brookside Glen Dr to southern village boundary	69140	1.59	X			
M174	68	Brookside Glen Dr parcel perpendicular to Meadows Edge Trl	9431	0.22	X			
M175	77	80th Ave parkways east and west sides	91546	2.10	X			
M176	30	175th St Parkway	118394	2.72	X			
M177	11	167th St Parkways - 167th & Manchester	20370	0.47	X			
M178	11	Oak Park Frontage Rd Island (between 165th Pl and 164th St)	5582	0.13	X			
M179	11	Vacant Lot (Oak Park Av between Sussex Rd and Chelsea Rd)	10821	0.25	X			
M180	13	Turf Median Half Circle on Ganynelle Rd	7708	0.18	X			
M181	18	Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st St)	1648	0.04	X			
M182	20	Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)	15704	0.36	X			
M183	24	Parkway on E side of 88th ave (from 175th St two houses north)	4991	0.11	X			
M184	26	Vacant Lot (North of 173rd and West of Oriole Ave)	4184	0.10	X			
M185	26	Rear easement behind homes (West of Ozark Ave, North of 174th)	10874	0.25	X			
M186	28	Vacant Lot (W of 175th and N of Hickory St)	19154	0.44	X			
M187	38	80th Ave East Parkway (From Cartier Ave to Champlain Ave)	8604	0.20	X			
M189	52	183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)	24886	0.57	X			
M190	57	183rd Pl north side parkway (W of Crossing Dr)	38490	0.88	X			
M192	12	Mowing strip south of Terrace Dr and east of 66th ave (behind homes)	20457	0.47	X			
M193	22	LaGrange Rd medians (171st St to 179th St)	100262	2.30	X			
M194	44	183rd St Medians (from 94th Ave to 80th Ave)	24358	0.56	X			
M195	16	171st St median (just east of 80th Ave)	7389	0.17	X			
M196	26	Tinley Downs (mowed weekly)	277536	6.37	X			
M197	26	Pond area N of 172nd and E of 80th	44712	1.03	X			
M199	28	East side of southernmost tip of 69th ave at Metra tracks	4588	0.11	X			
M200	18	S of "H" shaped building E of Harlem ave, N of 170th St	27226	0.63	X			
M201	1	Post 6 lift station	1307	0.03	X			
Refer to Mowing Map book.								
		TOTAL COSTS						
		PER ACRE UNIT COSTS FOR FUTURE SITE ADDITIONS			X	/acre	/acre	/acre

Treatment Program 2: Intense Program for High-Profile Sites
Refer back to Treatment Program 1 to find Map Grid/Page numbers for each ID#

Lawn Fertilizer					Vegetation Management					
ID #	Name/ Description	Lawn Application Cost (Per 1X Application)	Annual Applications	Annual Lawn Cost (4 Applications)	Bed Weed & Vegetation Control Cost (Per 1X Application)	Annual Applications	Annual Bed and Veg Control Cost (3 Applications)	Contract Price (2018)	Additional Year (2019)	Additional Year (2020)
M013, M021, M049, M145	Harlem Avenue Medians- All		4			0				
M050	Retention Area - 171st & Olcott		4			0				
M033	169th St/ Waterford Pond		4			0				
M147	Public Works		4			3				
M096, M097, M101, S01	Downtown Area/ Oak Park Station		4			3				
M105	Fire House #3		4			3				
M168	Fire House #4		4			3				
M137	Police Station		4			3				
M143	Veterans Parkway		4			0				
M022	167th St. Medians		4			0				
M012	Village Hall		4			3				
M025	167th St. Pump Station		4			3				
M115	179th St. Berm		4			0				
M171	183rd St. Pump Station- Post 2		4			3				
M006	76th Av Medians		4			3				
M139	80th Av Train Station		4			3				
TOTAL COSTS										
LAWN AND BEDS										
ON DEMAND SERVICES:		PER ACRE UNIT COSTS	4							
		PER SQUARE FOOT UNIT COSTS				3				
		Deep Root Fertilization	Insect & Disease Application							
TREE AND SHRUB ON DEMAND SERVICES:		PER TREE UNIT COST (1 TREATMENT)								
		PER SHRUB UNIT COST (1 TREATMENT)								

December 11, 2017

EXHIBIT A**VILLAGE OF TINLEY PARK LOCAL VENDOR PURCHASING POLICY**

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

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

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

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

December 11, 2017

EXHIBIT B**RESPONSIBLE BIDDER**

For any construction project undertaken by the Village to which the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. is applicable, in order to be considered a "responsible bidder" on Village Public Works Projects, a bidder must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

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

CERTIFICATIONS BY CONTRACTOR**Eligibility to Contract**

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

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Illinois Human Rights Act**

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

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Illinois Drug-Free Workplace Act**

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

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

The undersigned hereby certifies that:

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Name of Contractor (please print)

Submitted by (signature)

Title

Required Insurance

The selected Proposer, at its sole cost and expense, shall maintain at all times during the course of the Work, the following types of insurance:

- (1) Workers Compensation Insurance to cover full liability under Worker's Compensation laws of the State in which the project is located with Employers' Liability coverage in limit not less than \$1,000,000.00.
- (2) Comprehensive General Liability Insurance on an "occurrence" basis for the hazards of operations, independent contractors, products and completed operations (for two [2] years after the date of Final Acceptance of the Work by Owner), and contractual liability. Such Comprehensive General Liability insurance must include broad form property damage and afford coverage for "personal injury" liability insurance. All General Liability Insurance shall be per location aggregate. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects Owner and that any other insurance maintained by Owner is excess and noncontributing with the insurance required hereunder. The insurance required shall be in limits not less than the following:
 - a) Property damage and bodily injury liability:
\$1,000,000 each occurrence
\$2,000,000 aggregate
 - b) Personal injury liability:
\$2,000,000 aggregate
- (3) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles. The insurance required shall be in limits not less than:
 - a) Property damage and bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
- (4) Comprehensive Catastrophe Liability Insurance (Umbrella) of Two Million Dollars (\$2,000,000) on items 1, 2 and 3 above.
- (5) Errors and Omissions Insurance of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate.
- (6) The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys to be included as an additional insured for insurance coverage required in items 2, 3 and 4 above using the additional insured form ISO form CG 2010 (11/85) or its equivalent.

As evidence of coverage 1, 2, 3 and 4, Owner is to receive a certificate of insurance, setting forth the nature of the coverage, the limits of liability, the name of the insurance carrier, policy number, the date of expiration and listing the additional insured as set forth in item 6 above. Each carrier shall agree to furnish at least thirty- (30) day's prior written notice of cancellation or material change in coverage.

01010 – SUMMARY OF WORK**PART 1 - GENERAL****1.01 Project Description**

- A. The project consists of landscape maintenance work throughout the Village of Tinley Park. Project related information is as follows:
 - 1. Project Name: Tinley Lawn Treatments 2018
 - 2. Project Location: Scattered sites throughout the Village of Tinley Park, Illinois
 - 3. Owner: Village of Tinley Park (the Village)
 - 4. Landscape Architect: site design group, ltd. (*site*)
- B. The site maintenance work consists of, but is not limited to:
 - 1. Lawn treatment services on Village owned or Village maintained sites.
 - 2. On-demand services- to be requested and approved by the Village on a case by case basis.

1.02 Contractor use of Premises

- A. General: During the project period the Contractor shall have full use of the premises for maintenance operations, including use of the sites. The Contractor's use of the premises is limited only by the Owner's right to perform maintenance operations with its own forces or to employ separate contractors on portions of the project.
- B. The Contractor is responsible for the repair and/or replacement of areas damaged by project operations.
- C. All damaged areas shall be restored to the existing condition prior to the damage.

1.03 Contractor Responsibilities

- A. The Contractor's responsibilities include, but are not limited to:
 - 1. Performing services as noted in contract specifications.
 - 2. Minimizing disruption to curbs, pavement and street traffic.
 - 3. When required, provide traffic protection and control.
 - 4. Secure all required work permits.
 - 5. Provide in-kind replacements or repairs for any damages incurred while performing contract work, including but not limited to private property such as fences or mailboxes, and public ROW such as turf repairs from ruts, or overspray from herbicide applications.

END OF SECTION

Village of Tinley Park**Lawn Treatments 2018****SCOPE OF WORK:**

The Village of Tinley Park (VOTP) in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver lawn treatment services at VOTP owned or VOTP maintained properties, such as right-of-ways and detention pond locations. The Contractor shall perform the following general services during the growing season, which is April 15th through November 15th.

- Lawn and Bed Treatments: Provide lawn and planting bed applications including weed control, fertilization, vegetation control and other related work for all areas listed in the detailed bid breakdown.
- On Demand Services/ New Work: When directed by the Street Superintendent or approved representative, provide, install, warranty and maintain all new landscape work as requested.
- Reports: Submit weekly and monthly reports as detailed below in the "Reporting Requirements" section below (02925-5)

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per month and total for the entire growing season. This contract will be in effect for the entire 2018 growing season. The growing season is April 1st through December 1st. Depending on weather conditions, treatment may not be needed for this entire time, or may need to be extended beyond this window and the bid should reflect that. This contract will have the option for 2 - one year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

PRE-CONSTRUCTION MEETING:

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit a work schedule on or before this meeting. In attendance shall

Issue for Bid 12/11/2017

be the Contractor's representative on the job; i.e., Construction Superintendent or Foreman. On, or before this meeting, the Contractor and Village Street Foreman shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.

2. Attendance - Street Superintendent, Street Foremen, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other persons as may be deemed necessary.

3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.

4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, they shall make application to the proper authorities, and conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

List of hydrants used must be turned in to Street Superintendent or assigned representative weekly. Contractor is responsible for reporting any malfunctioning or damaged hydrants.

Fire Hydrants shall be accessible at all times to the fire department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

QUANTITY CHANGES:

VOTP reserves the right to add or delete areas to be maintained under all of the treatment programs at the unit prices bid.

LOCATION OF UTILITIES:

Before starting any digging, the Contractor shall contact JULIE for location of any and all utilities (if necessary). The toll-free number is 800-892-0123.

The Contractor is responsible for notification and coordination with JULIE for location of utilities before and throughout the length of the contract.

NOTICE:

Village Notification

Issue for Bid 12/11/2017

A minimum of forty-eight (48) hours notice shall be given to the VOTP prior to starting work, departing from a pre-approved regular schedule, or restarting work after some absence of work for any reason. VOTP must be notified by the next business day if there have been any employee assignment changes to the crew assigned to the Village. Notification may be done by email, phone call or in person.

NOTIFY: Public Works
 Street Department:
 708-444-5520 Kelly Mulqueeny
 708-444-5526 Jimmy Quinn
 708-444-5527 Steve Grossi
 Public Works
 Facilities Department:
 708-444-5595 Dave Galati
 708-444-5500 Village Hall

For all pesticide application notifications, the following list of contacts must be emailed. A minimum of 24 hours prior to the work for all sites other than the Village Hall and the Police Station. The Village Hall and the Police Station require 4 days advanced notice via email:

Kelly Mulqueeny kmulqueeny@tinleypark.org
Terry Lusby Jr. tlusby@tinleypark.org
Terri Chojnacki tchojnacki@tinleypark.org
David Galati dgalati@tinleypark.org
Denise A. Maiolo dmaiolo@tinleypark.org
Laura Godette lgodette@tinleypark.org
Jimmy Quinn jquinn@tinleypark.org
Steve Grossi sgrossi@tinleypark.org

PROTECTION AND SAFETY OF PEDESTRIANS: Work zone safety shall be practiced and maintained at all times until the project work is completely finished. Landscape work is obviously situated in areas traveled by pedestrians. The landscape work in this contract will be encountered by motorist, pedestrians and bicyclists throughout the growing season, for this reason the contractor must anticipate this and accommodate them. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards, drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded. Grass clippings may not be blown into streets or sidewalks.

WORK DAYS & NOISE LIMITATIONS: All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP. No work is to be performed or left open on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In rare instances, work conducted at public facilities such as Village Hall may be required outside the standard hours in order to work around a conflict, as directed by the Street Superintendent.

Issue for Bid 12/11/2017

VILLAGE SPECIAL EVENTS: The Village has several special events throughout the year, typically held in the downtown area which may require all landscape maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to:

- Village Block Party (usually around the 3rd Sunday in July)
- Farmers Markets
- Music performances
- Movie showings

CLEAN-UP: The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by their work. All parkways must be left neat. If the area has not been cleaned properly, VOTP Public Works will use a mechanical street sweeper or any other equipment we deem necessary to clean the area. All clean-up related work shall be incidental in cost to the contract work.

No work shall be left incomplete over holidays.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS: The Contractor shall be responsible for satisfactory removal and disposal of any litter found in the area. Contractor will completely remove all litter prior to treatments.

PARKWAY TREES: The Contractor shall inspect each work site in advance and arrange to execute the work in a manner which will not cause injury to trees. Any tree limbs that might be damaged by equipment operations should be protected by the contractor. Any tree limbs that are broken by equipment shall be reported to VOTP. The Village will neatly prune the damaged limb at the Contractor's expense.

DAMAGES: Work under this pay item shall include providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the contractor. VOTP will not provide a dumpsite for this material.

Ruts caused by equipment or vehicles must be restored to their original state. Seed is acceptable for damaged areas smaller than 9".

CONTRACTOR'S RESPONSIBILITIES

In providing the services under this Contract, the Contractor shall:

1. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional landscapers.
2. Require all employees to wear suitable uniforms during the time they are on Village property.
3. Supply an adequate number of trained and fully insured personnel to perform all work.
4. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.

Issue for Bid 12/11/2017

5. Remove all rubbish, debris and wastes from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
6. Provide evidence of all licenses and permits that may be required for all contract activities.
7. Provide required notification of chemical application on public areas, as required by law.
8. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, that may affect the operation and/or safety on Village properties, to the Street Superintendent, or representative. Any item in need of repair or replacement shall be reported on the same day it is observed.
9. Provide all consumable supplies, fertilizers, chemicals, water, equipment, tools, materials, containers, transportation, insurance, and labor required fulfilling the Contract and ensuring the health, vitality and appearance of plants and lawns.

Bidders shall also submit the names, experience and licenses for its Commercial Pesticide Applicator(s) that shall be used for spraying, weeds and pest control.

REPORTING REQUIREMENTS

The Contractor shall submit reports (e.g., weekly, monthly, annually, etc.) in any form, content, and substance that may be required by the Street Superintendent, or representative at any time during this Contract. It shall be initially required that the Contractor provides the following reports to VOTP:

- Advanced notification of implementation of “On Demand” projects in addition to all pesticide applications.
- Weekly report of the work week, outlining all completed activities (e.g., maintenance, spraying, products used, etc.) and staffing and indications of locations serviced.
- Monthly summary, with Contractor’s invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided recommendations and new or outstanding issues that may be of relevance to the operation.
- Annual summary of the preceding year’s activities and a preliminary forecast of the coming year’s activities or concerns if applicable.
- Advanced notification of chemical application schedule, minimum of two days in advance to notify staff.

MEETINGS

It is anticipated that there will be required meetings between VOTP and the Contractor. These meetings may include representatives of other Village Departments and/or other Contractors or consultants, at the Street Superintendents’ discretion. It is initially anticipated that there will be a monthly meeting, April through December, to discuss landscape treatment issues. If necessary, additional Quality Assurance (QA) meetings will be scheduled by the Street Superintendent to review Village of Tinley

Issue for Bid 12/11/2017

Park's standards as well as the overall quality of the Services. **An initial QA meeting to discuss start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, horticulturist, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the Contract, if the Contractor fails to attend meetings, VOTP may seek corrective measures that could include delays in the processing of Contractor's invoice.

STAFFING PLAN

The Contractor shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the landscape work as required by this contract. At the onset of the Contract the Contractor shall provide staffing schedules for the Street Superintendents' review and approval. Staffing issues shall be reviewed at monthly meetings as required. Bidder shall describe anticipated maximum and minimum crew sizes with its bid. Bidder shall also provide a list and description of any work to be performed by subcontractors with its bid.

SUPPLY AND EQUIPMENT REQUIREMENTS

As described under "Contractor's Responsibilities," the Contractor shall supply all consumable supplies. Any costs for supplies shall be included as part of the bid price. Bidder shall submit a list of proposed supplies indicating a description and the brand name of each. Additionally, on demand the Contractor must provide a completed Manufacturer's Standard Material Safety Data Sheet (OSHA Form #20) for all fertilizers, herbicides and pesticides that may be used for the contract.

Any equipment or supplies of improper type or design, or inappropriate for the intended use, shall be replaced with satisfactory equipment or supplies at the Contractor's expense. On demand, the Contractor shall submit where it will warehouse and how it will transport the equipment to and from the site.

LIST OF SITES

The following list of sites is provided as a reference, and more details can be found in the detailed bid tab. VOTP may add or delete sites from the list as future maintenance needs may change. The acreages and square footages provided here are given as an estimate, and VOTP does not guarantee their accuracy. An estimated boundary of each site can be found in the corresponding map book on the page listed under the "Map Grid #" column. Some sites span more than one page, but in those cases only one map grid number is given. For treatment program one, only the turf areas are receiving treatments, but some parcels may also include beds in and amongst those turf areas. Treatment program two covers both lawn and bed areas at high profile sites.

Issue for Bid 12/11/2017

<u>ID #</u>	<u>Map Grid #</u>	<u>Name/ Description</u>	<u>Area (Sq Ft)</u>	<u>Area (Acres)</u>	<u>Turf or Beds</u>
<u>M001</u>	<u>1</u>	<u>Apple Pond (south/west sides) and Creekmont Parkway</u>	<u>45274</u>	<u>1.04</u>	<u>Turf</u>
<u>M002</u>	<u>2</u>	<u>80th Av Parkways 159th-163rd st</u>	<u>75467</u>	<u>1.73</u>	<u>Turf</u>
<u>M004</u>	<u>2</u>	<u>163rd St Parkway at ComEd ROW (both sides)</u>	<u>9257</u>	<u>0.21</u>	<u>Turf</u>
<u>M005</u>	<u>2</u>	<u>Hillcrest Pond (dry) north side of 163rd St. & Evergreen</u>	<u>255603</u>	<u>5.87</u>	<u>Turf</u>
<u>M006</u>	<u>3</u>	<u>76th Ave Medians - 161st St to 165th Pl</u>	<u>151174</u>	<u>3.47</u>	<u>Both</u>
<u>M007</u>	<u>3</u>	<u>Helen Keller Pond and Parkway (north side of Helen Keller School)</u>	<u>161810</u>	<u>3.9</u>	<u>Turf</u>
<u>M009</u>	<u>5</u>	<u>Centennial Dr/Bremetowne Rd</u>	<u>30008</u>	<u>0.69</u>	<u>Turf</u>
<u>M010</u>	<u>5</u>	<u>Kingston Ct. Parkway and Bremetowne Dr. Median</u>	<u>8403</u>	<u>0.19</u>	<u>Turf</u>
<u>M011</u>	<u>5</u>	<u>Menards Berm Centennial Circle</u>	<u>13890</u>	<u>0.32</u>	<u>Both</u>
<u>M012</u>	<u>5</u>	<u>Village Hall 16250 S. Oak Park Ave.</u>	<u>183022</u>	<u>4.20</u>	<u>Both</u>
<u>M013</u>	<u>4</u>	<u>Harlem Ave Median - 161st to 163rd</u>	<u>11847</u>	<u>0.27</u>	<u>Both</u>
<u>M014</u>	<u>5</u>	<u>Oak Park Ave Parkway - east side St Boniface to Concrete Wall</u>	<u>41742</u>	<u>0.96</u>	<u>Turf</u>
<u>M015</u>	<u>14</u>	<u>Pond North and South side of 168th St To Cherry Hill Ave</u>	<u>105177</u>	<u>2.41</u>	<u>Turf</u>
<u>M016</u>	<u>8</u>	<u>167th St Parkway, north side along Com Ed ROW</u>	<u>7572</u>	<u>0.17</u>	<u>Turf</u>
<u>M017</u>	<u>8</u>	<u>80th Ave Parkways 5 (west side) 163rd-167th st</u>	<u>34533</u>	<u>0.79</u>	<u>Turf</u>
<u>M019</u>	<u>9</u>	<u>Lake Villa Pond (perimeter)Lake Villa Ave and 163rd St</u>	<u>98296</u>	<u>2.26</u>	<u>Turf</u>
<u>M020</u>	<u>9</u>	<u>Post 7 - 164th and Harlem Ave E. side</u>	<u>4154</u>	<u>0.1</u>	<u>Both</u>
<u>M021</u>	<u>9</u>	<u>Harlem Ave Median - 163rd to 167th</u>	<u>23203</u>	<u>0.53</u>	<u>Both</u>
<u>M022</u>	<u>11</u>	<u>167th St Medians- Btw Harlem & Oak Park</u>	<u>8644</u>	<u>0.20</u>	<u>Both</u>
<u>M025</u>	<u>12</u>	<u>Post 1 -167th St Pump and Tanks 6640 167th St</u>	<u>73036</u>	<u>1.68</u>	<u>Both</u>
<u>M027</u>	<u>13</u>	<u>Easement North side of James St. Ridgeland to Leslie Ann</u>	<u>60910</u>	<u>0.55</u>	<u>Turf</u>
<u>M028</u>	<u>14</u>	<u>Cherry Hill Pond and creekside ditch north of 168th St</u>	<u>152931</u>	<u>6.49</u>	<u>Turf</u>
<u>M029</u>	<u>14</u>	<u>Plum Ct Pond</u>	<u>105091</u>	<u>3.02</u>	<u>Turf</u>
<u>M030</u>	<u>14</u>	<u>Creekside Ditch - east and west sides, S of 168th St</u>	<u>99626</u>	<u>2.29</u>	<u>Turf</u>
<u>M031</u>	<u>8</u>	<u>167th St Parkway, south side along Com Ed ROW</u>	<u>6831</u>	<u>0.16</u>	<u>Turf</u>

Issue for Bid 12/11/2017

7946 Tinley Lawn Treatments 2018

02925-7

LAWN TREATMENTS

<u>M032</u>	<u>15</u>	<u>Waterford Pond Easement at 169th St</u>	<u>9993</u>	<u>0.12</u>	<u>Turf</u>
<u>M033</u>	<u>15</u>	<u>Waterford Pond (dry) at 169th/ComEd ROW</u>	<u>152650</u>	<u>3.5</u>	<u>Turf</u>
<u>M034</u>	<u>15</u>	<u>171st St from 84th to Grissom Dr (north side)</u>	<u>8182</u>	<u>0.19</u>	<u>Turf</u>
<u>M035</u>	<u>15</u>	<u>Pond F/Easement behind Grissom Middle School (17000 80th Av)</u>	<u>216151</u>	<u>4.34</u>	<u>Turf</u>
<u>M036</u>	<u>15</u>	<u>Post 5 - Bayberry Plaza Guardrail</u>	<u>20960</u>	<u>0.48</u>	<u>Turf</u>
<u>M037</u>	<u>10</u>	<u>167th St Guardrail by creek- 7606 & 7605 167th St. guardrail by creek</u>	<u>2386</u>	<u>0.05</u>	<u>Turf</u>
<u>M038</u>	<u>16</u>	<u>171st St Parkway (north side) from Olcott Ave to 80th Ave</u>	<u>22906</u>	<u>0.53</u>	<u>Turf</u>
<u>M039</u>	<u>16</u>	<u>80th Ave Parkways (east side) 167th-171st</u>	<u>41339</u>	<u>0.95</u>	<u>Turf</u>
<u>M041</u>	<u>17</u>	<u>Pond F - 168th Pl and Sandy Ln Pond (dry)</u>	<u>73243</u>	<u>1.68</u>	<u>Turf</u>
<u>M044</u>	<u>17</u>	<u>Midlothian Creek and (btw 170th St &Pl) Olcott parkway</u>	<u>73035</u>	<u>1.68</u>	<u>Turf</u>
<u>M045</u>	<u>17</u>	<u>170th Pl and Harlem guard rails E. and W. side (parkway)</u>	<u>7258</u>	<u>0.14</u>	<u>Turf</u>
<u>M047</u>	<u>17</u>	<u>170th Pl and Oketo Ave Vacant lot</u>	<u>7999</u>	<u>0.18</u>	<u>Turf</u>
<u>M049</u>	<u>17</u>	<u>Harlem Ave Median - Sandy Ln to 170th</u>	<u>4065</u>	<u>0.09</u>	<u>Turf</u>
<u>M050</u>	<u>17</u>	<u>171st St and Olcott Pond (dry) Fairmont Pond</u>	<u>474150</u>	<u>11.9</u>	<u>Turf</u>
<u>M051</u>	<u>18</u>	<u>Sayre Ave Easement North side Sayre Ave. & 168th St.</u>	<u>11064</u>	<u>0.25</u>	<u>Turf</u>
<u>M052</u>	<u>18</u>	<u>Oak Park Ave parkway/median 168TH St to 171st</u>	<u>19059</u>	<u>0.44</u>	<u>Turf</u>
<u>M057</u>	<u>19</u>	<u>Ridgeland Ave Parkway (west side) 167th St. to Willow Ln.</u>	<u>63875</u>	<u>1.47</u>	<u>Turf</u>
<u>M058</u>	<u>19</u>	<u>Willow Lane Ditch</u>	<u>65368</u>	<u>1.5</u>	<u>Turf</u>
<u>M059</u>	<u>13</u>	<u>167th St Parkway along cemetery</u>	<u>10714</u>	<u>0.25</u>	<u>Turf</u>
<u>M060</u>	<u>20</u>	<u>Andres Pond (dry)</u>	<u>42941</u>	<u>0.99</u>	<u>Turf</u>
<u>M061</u>	<u>20</u>	<u>Christopher Ct Island</u>	<u>3170</u>	<u>0.07</u>	<u>Both</u>
<u>M062</u>	<u>20</u>	<u>Gaynelle Bridge Parkways</u>	<u>6450</u>	<u>0.15</u>	<u>Turf</u>
<u>M063</u>	<u>22</u>	<u>171st St Parkway - 92nd Ave to 94th Ave</u>	<u>14182</u>	<u>0.33</u>	<u>Turf</u>
<u>M064</u>	<u>22</u>	<u>94th Ave Parkways 171st-175th</u>	<u>77628</u>	<u>1.78</u>	<u>Turf</u>
<u>M065</u>	<u>22</u>	<u>Briar and Thornwood pond (Pond J-2)</u>	<u>57129</u>	<u>1.31</u>	<u>Turf</u>
<u>M066</u>	<u>23</u>	<u>88th Ave Parkway - 172nd to 174th (both sides)</u>	<u>56911</u>	<u>0.7</u>	<u>Turf</u>

Issue for Bid 12/11/2017

<u>M067</u>	<u>15</u>	<u>171st St Parkway - 92nd Ave to 88th Ave</u>	<u>50209</u>	<u>1.15</u>	<u>Turf</u>
<u>M068</u>	<u>23</u>	<u>Thurnberry Ln/Shetland Dr Vacant Lot</u>	<u>24527</u>	<u>0.56</u>	<u>Turf</u>
<u>M069</u>	<u>23</u>	<u>171st St and Mill Run Ct Vacant Lot</u>	<u>16409</u>	<u>0.38</u>	<u>Turf</u>
<u>M071</u>	<u>23</u>	<u>175th St Parkway - Mulberry Ave to Timbers Pond</u>	<u>18910</u>	<u>0.25</u>	<u>Turf</u>
<u>M072</u>	<u>23</u>	<u>Timbers Pond 88th Ave. & 175th St. Timbers</u>	<u>97180</u>	<u>2.67</u>	<u>Turf</u>
<u>M073</u>	<u>24</u>	<u>171st St Parkway - Valley Dr to 84th Ave (south side)</u>	<u>12618</u>	<u>0.29</u>	<u>Turf</u>
<u>M074</u>	<u>24</u>	<u>175th St Parkway - 84th Ave to creek (north side)</u>	<u>14539</u>	<u>0.52</u>	<u>Turf</u>
<u>M075</u>	<u>25</u>	<u>84th Ave Parkway at creek - 171st to 175th St.</u>	<u>50668</u>	<u>1.16</u>	<u>Turf</u>
<u>M077</u>	<u>25</u>	<u>175th St Parkway at ComEd right-of-way</u>	<u>11750</u>	<u>0.09</u>	<u>Turf</u>
<u>M080</u>	<u>16</u>	<u>171st St Parkway - 80th to Ozark Ave (south side)</u>	<u>11229</u>	<u>0.26</u>	<u>Turf</u>
<u>M081</u>	<u>26</u>	<u>172nd St and 80th Ave pond easements (dry)</u>	<u>6730</u>	<u>0.15</u>	<u>Turf</u>
<u>M082</u>	<u>26</u>	<u>80th Ave and Dooneen - pond and parkways</u>	<u>23938</u>	<u>0.55</u>	<u>Turf</u>
<u>M083</u>	<u>26</u>	<u>Post 3 Lift Station and 175th St Parkway - Oriole W to town homes N side</u>	<u>85163</u>	<u>1.95</u>	<u>Turf</u>
<u>M084</u>	<u>26</u>	<u>Post 3 - Ozark Easement west side of Ozark to Post 3 (north of 175th)</u>	<u>22268</u>	<u>0.51</u>	<u>Both</u>
<u>M086</u>	<u>27</u>	<u>Post 4 - 173rd St Parkway (north side, Post 4) between Oriole Ave. & Oleander Ave.</u>	<u>8536</u>	<u>0.2</u>	<u>Turf</u>
<u>M087</u>	<u>27</u>	<u>175th St Parkway and Pond (dry), Odell Ave - Oriole Ave</u>	<u>269482</u>	<u>6.02</u>	<u>Turf</u>
<u>M088</u>	<u>18</u>	<u>171st St Parkway at Midlothian Creek (both sides)</u>	<u>8995</u>	<u>0.21</u>	<u>Turf</u>
<u>M090</u>	<u>40</u>	<u>175th St and Hickory St Triangle Easement</u>	<u>11074</u>	<u>0.4</u>	<u>Turf</u>
<u>M091</u>	<u>29</u>	<u>6720 North Street - Vacant Lot</u>	<u>11626</u>	<u>0.27</u>	<u>Turf</u>
<u>M093</u>	<u>29</u>	<u>6742 North St</u>	<u>19022</u>	<u>0.44</u>	<u>Turf</u>
<u>M093</u>	<u>31</u>	<u>Bull Dog Bridge 172nd St/66th Ct Parkways (north side) 67th Ct to 173rd St</u>	<u>27328</u>	<u>0.63</u>	<u>Turf</u>
<u>M095</u>	<u>28</u>	<u>Oak Park Ave Municipal Lot Landscape Islands (Rear Only) 17200 Oak Park Ave</u>	<u>2205</u>	<u>0.05</u>	<u>Both</u>
<u>M096</u>	<u>31</u>	<u>Oak Park Ave Train Station - North St parking lot</u>	<u>40276</u>	<u>0.92</u>	<u>Turf</u>
<u>M097</u>	<u>29</u>	<u>Vogt Plaza</u>	<u>3690</u>	<u>0.08</u>	<u>Both</u>

Issue for Bid 12/11/2017

7946 Tinley Lawn Treatments 2018

02925-9

LAWN TREATMENTS

<u>M098</u>	<u>29</u>	<u>Old Central School Vacant Lot</u>	<u>144467</u>	<u>3.32</u>	<u>Turf</u>
<u>M099</u>	<u>29</u>	<u>ESDA - Safety/Fire/Public Lot (Fire Station #1) 17355 68th Ct</u>	<u>9745</u>	<u>0.22</u>	<u>Turf</u>
<u>M100</u>	<u>29</u>	<u>Subway Parking Lot 17217 Oak Park Av</u>	<u>9686</u>	<u>0.22</u>	<u>Turf</u>
<u>M101</u>	<u>31</u>	<u>Oak Park Ave Train Station - South St parking Lot</u>	<u>36038</u>	<u>0.83</u>	<u>Turf</u>
<u>M102</u>	<u>31</u>	<u>Ridgeland Easement 64th Ct. & Ridgeland</u>	<u>21893</u>	<u>0.50</u>	<u>Turf</u>
<u>M103</u>	<u>31</u>	<u>Oak Forest Ave Easement (North side) 67th Ave. to Ridgeland</u>	<u>35240</u>	<u>0.81</u>	<u>Turf</u>
<u>M104</u>	<u>34</u>	<u>94th Ave Parkways 175th-179th</u>	<u>151212</u>	<u>3.47</u>	<u>Turf</u>
<u>M105</u>	<u>22</u>	<u>Fire Station #3 9191 W 175th St</u>	<u>4130</u>	<u>0.09</u>	<u>Both</u>
<u>M107</u>	<u>34</u>	<u>Ash and 176th - 9200 West</u>	<u>6834</u>	<u>0.16</u>	<u>Turf</u>
<u>M108</u>	<u>36</u>	<u>84th Ave Parkway (East Side) from 175th to 179th</u>	<u>18541</u>	<u>0.43</u>	<u>Turf</u>
<u>M109</u>	<u>36</u>	<u>Radcliff Pond and 175th St Parkway- just E of Humber</u>	<u>138191</u>	<u>3.44</u>	<u>Turf</u>
<u>M110</u>	<u>36</u>	<u>179th St Pond north side of 179th St. & 86th</u>	<u>148543</u>	<u>3.41</u>	<u>Turf</u>
<u>M111</u>	<u>36</u>	<u>88 Av & 175 St Parkways- 175 from Humber/88 and E side 88 from westbridge/175</u>	<u>11436</u>	<u>0.26</u>	<u>Turf</u>
<u>M113</u>	<u>37</u>	<u>80th Ave Parkways 175th to 179th W side</u>	<u>25256</u>	<u>0.54</u>	<u>Turf</u>
<u>M114</u>	<u>37</u>	<u>175th St and Queen Mary Ln Pond (dry)</u>	<u>75556</u>	<u>1.73</u>	<u>Turf</u>
<u>M115</u>	<u>37</u>	<u>179th St Parkways 2 - 80th to 84th (both sides)</u>	<u>247856</u>	<u>5.69</u>	<u>Turf</u>
<u>M116</u>	<u>37</u>	<u>Post 11 - Elevated Water Tank</u>	<u>11280</u>	<u>1.79</u>	<u>Turf</u>
<u>M117</u>	<u>39</u>	<u>Sandalwood guardrail</u>	<u>5862</u>	<u>0.13</u>	<u>Turf</u>
<u>M118</u>	<u>26</u>	<u>Bristol Park Pond (north/east sides) and 175th St Parkway (south side)</u>	<u>31208</u>	<u>0.39</u>	<u>Turf</u>
<u>M119</u>	<u>40</u>	<u>179th St Parkway Harlem to Sayre</u>	<u>20239</u>	<u>0.46</u>	<u>Turf</u>
<u>M120</u>	<u>40</u>	<u>Hickory Street Pump Station and N side of Hickory St</u>	<u>77386</u>	<u>1.78</u>	<u>Turf</u>
<u>M121</u>	<u>43</u>	<u>Texas Roadhouse Drive/White Eagle Drive Parkway (east)</u>	<u>31891</u>	<u>0.73</u>	<u>Turf</u>
<u>M122</u>	<u>43</u>	<u>Texas Roadhouse Drive/White Eagle Drive Parkway (west)</u>	<u>34071</u>	<u>0.78</u>	<u>Turf</u>
<u>M123</u>	<u>44</u>	<u>183rd St Parkways and Median</u>	<u>225641</u>	<u>5.18</u>	<u>Turf</u>
<u>M127</u>	<u>46</u>	<u>Pond South and North side 179th St and 86th</u>	<u>154971</u>	<u>3.56</u>	<u>Turf</u>
<u>M129</u>	<u>45</u>	<u>Pond Newcastle Drive & Mansfield Dr</u>	<u>589789</u>	<u>11.84</u>	<u>Turf</u>

Issue for Bid 12/11/2017

<u>M130</u>	<u>35</u>	<u>179th St Parkway - Golden Pheasant to Upland Dr (south side)</u>	<u>39410</u>	<u>0.90</u>	<u>Turf</u>
<u>M132</u>	<u>47</u>	<u>80th Ave Parkways 2 (west side)</u>	<u>7119</u>	<u>0.16</u>	<u>Turf</u>
<u>M133</u>	<u>47</u>	<u>80th Ave Parkway RR to 183rd St (west side)</u>	<u>30599</u>	<u>0.70</u>	<u>Turf</u>
<u>M134</u>	<u>47</u>	<u>Cork Road Pond and vacant lot</u>	<u>30635</u>	<u>0.70</u>	<u>Turf</u>
<u>M135</u>	<u>48</u>	<u>183rd St Easement - 80th Ave to 76th (south side at guardrail only)</u>	<u>3468</u>	<u>0.08</u>	<u>Turf</u>
<u>M137</u>	<u>48</u>	<u>Police Station 7850 183rd St</u>	<u>98820</u>	<u>2.27</u>	<u>Turf</u>
<u>M138</u>	<u>48</u>	<u>80th Ave Parkway RR to 183rd St (east side)</u>	<u>18415</u>	<u>0.42</u>	<u>Turf</u>
<u>M139</u>	<u>48</u>	<u>80th Ave Train Station</u>	<u>341177</u>	<u>7.83</u>	<u>Turf</u>
<u>M142</u>	<u>48</u>	<u>Berm EMA Garage (7780 183rd St)</u>	<u>27231</u>	<u>0.63</u>	<u>Turf</u>
<u>M143</u>	<u>48</u>	<u>Veterans Parkway Easement - 76th Ave to Timbers Drive</u>	<u>393658</u>	<u>6.78</u>	<u>Turf</u>
<u>M144</u>	<u>48</u>	<u>Fire Training Tower</u>	<u>16196</u>	<u>0.37</u>	<u>Turf</u>
<u>M145</u>	<u>60</u>	<u>Harlem Ave Median - 177th to 179th</u>	<u>91169</u>	<u>2.09</u>	<u>Turf</u>
<u>M147</u>	<u>48</u>	<u>183rd Street Easement (south side)</u>	<u>8173</u>	<u>1.65</u>	<u>Turf</u>
<u>M148</u>	<u>51</u>	<u>182nd/Sayre Ave Easement</u>	<u>33587</u>	<u>0.94</u>	<u>Turf</u>
<u>M149</u>	<u>52</u>	<u>Ponds V and V-1 (dry) 181st St. & 65th Ave. Detention N. & S.</u>	<u>66163</u>	<u>1.51</u>	<u>Turf</u>
<u>M150</u>	<u>53</u>	<u>183rd St and Ridgeland Easement</u>	<u>59724</u>	<u>1.44</u>	<u>Turf</u>
<u>M151</u>	<u>52</u>	<u>183rd St/Oak Park Ave Parkway (NE Corner)</u>	<u>12441</u>	<u>0.29</u>	<u>Turf</u>
<u>M152</u>	<u>53</u>	<u>Easement 181st St. & Highland</u>	<u>25845</u>	<u>0.68</u>	<u>Turf</u>
<u>M153</u>	<u>44</u>	<u>183rd St Parkway 91st Ave-94th Ave</u>	<u>43659</u>	<u>1.00</u>	<u>Turf</u>
<u>M156</u>	<u>55</u>	<u>92nd Ave Parkway (east side) 92nd Ave. S. of 183rd parkway</u>	<u>42078</u>	<u>0.97</u>	<u>Turf</u>
<u>M159</u>	<u>46</u>	<u>183rd St Parkway (south side) 183rd Black Oak Dr-88th Ave</u>	<u>11348</u>	<u>0.26</u>	<u>Turf</u>
<u>M160</u>	<u>58</u>	<u>183rd St Parkway (north side) 183rd PL to Tralee Trl</u>	<u>50002</u>	<u>1.15</u>	<u>Turf</u>
<u>M161</u>	<u>59</u>	<u>185th St Parkway</u>	<u>10853</u>	<u>0.25</u>	<u>Turf</u>
<u>M162</u>	<u>61</u>	<u>Convention Center Dr /183rd St Parkway (south/east side) and median</u>	<u>18057</u>	<u>0.41</u>	<u>Turf</u>
<u>M163</u>	<u>61</u>	<u>North & South Sides of Creek Next to Jovan Broadcasting</u>	<u>180647</u>	<u>0.42</u>	<u>Turf</u>
<u>M164</u>	<u>65</u>	<u>191st and Prosperi Dr Easement</u>	<u>108729</u>	<u>1.87</u>	<u>Turf</u>

Issue for Bid 12/11/2017

<u>M165</u>	<u>67</u>	<u>Fairfield Lane/Glenshire St Parkways at Fairfield Glen Wetlands</u>	<u>7744</u>	<u>0.18</u>	<u>Turf</u>
<u>M166</u>	<u>69</u>	<u>80th Ave Parkways 191st St. to Greenway Blvd.</u>	<u>71013</u>	<u>1.63</u>	<u>Turf</u>
<u>M168</u>	<u>63</u>	<u>Fire Station #4 7801 191st St</u>	<u>44807</u>	<u>1.03</u>	<u>Turf</u>
<u>M169</u>	<u>71</u>	<u>Post #13 Brookside Glen lift stations 7408 1/2 W Ridgefield Lane</u>	<u>10398</u>	<u>0.12</u>	<u>Turf</u>
<u>M171</u>	<u>62</u>	<u>18301 S Ridgeland Post 2 - 183rd St Pump and Tanks</u>	<u>130122</u>	<u>2.99</u>	<u>Turf</u>
<u>M172</u>	<u>45</u>	<u>183rd St pond between 91st ave and Hilltop Ct</u>	<u>96447</u>	<u>2.21</u>	<u>Turf</u>
<u>M173</u>	<u>67</u>	<u>88 Av parkways both sides from Brookside Glen Dr to southern village boundary</u>	<u>69140</u>	<u>1.59</u>	<u>Turf</u>
<u>M174</u>	<u>68</u>	<u>Brookside Glen Dr parcel perpendicular to Meadows Edge Trl</u>	<u>9431</u>	<u>0.22</u>	<u>Turf</u>
<u>M175</u>	<u>77</u>	<u>80th Ave parkways east and west sides</u>	<u>91546</u>	<u>2.10</u>	<u>Turf</u>
<u>M176</u>	<u>30</u>	<u>175th St Parkway</u>	<u>118394</u>	<u>2.72</u>	<u>Turf</u>
<u>M177</u>	<u>11</u>	<u>167th St Parkways - 167th & Manchester</u>	<u>20370</u>	<u>0.47</u>	<u>Turf</u>
<u>M178</u>	<u>11</u>	<u>Oak Park Frontage Rd Island (between 165th Pl and 164th St)</u>	<u>5582</u>	<u>0.13</u>	<u>Turf</u>
<u>M179</u>	<u>11</u>	<u>Vacant Lot (Oak Park Av between Sussex Rd and Chelsea Rd)</u>	<u>10821</u>	<u>0.25</u>	<u>Turf</u>
<u>M180</u>	<u>13</u>	<u>Turf Median Half Circle on Ganynelle Rd</u>	<u>7708</u>	<u>0.18</u>	<u>Turf</u>
<u>M181</u>	<u>18</u>	<u>Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st)</u>	<u>1648</u>	<u>0.04</u>	<u>Turf</u>
<u>M182</u>	<u>20</u>	<u>Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)</u>	<u>15704</u>	<u>0.36</u>	<u>Turf</u>
<u>M183</u>	<u>24</u>	<u>Parkway on E side of 88th ave (from 175th St two houses north)</u>	<u>4991</u>	<u>0.11</u>	<u>Turf</u>
<u>M184</u>	<u>26</u>	<u>Vacant Lot (North of 173rd and West of Oriole Ave)</u>	<u>4184</u>	<u>0.10</u>	<u>Turf</u>
<u>M185</u>	<u>26</u>	<u>Rear easement behind homes (West of Ozark Ave, North of 174th)</u>	<u>10874</u>	<u>0.25</u>	<u>Turf</u>
<u>M186</u>	<u>28</u>	<u>Vacant Lot (W of 175th and N of Hickory St)</u>	<u>19154</u>	<u>0.44</u>	<u>Turf</u>
<u>M187</u>	<u>38</u>	<u>80th Ave East Parkway (From Cartier Ave to Champlain Ave)</u>	<u>8604</u>	<u>0.20</u>	<u>Turf</u>
<u>M189</u>	<u>52</u>	<u>183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)</u>	<u>24886</u>	<u>0.57</u>	<u>Turf</u>
<u>M190</u>	<u>57</u>	<u>183rd Pl north side parkway (W of Crossing Dr)</u>	<u>38490</u>	<u>0.88</u>	<u>Turf</u>
<u>M191</u>	<u>5</u>	<u>Median on 163rd St (just east of Harlem)</u>	<u>1790</u>	<u>0.04</u>	<u>Beds</u>

Issue for Bid 12/11/2017

7946 Tinley Lawn Treatments 2018

02925-12

LAWN TREATMENTS

<u>M192</u>	<u>12</u>	<u>Mowing strip south of Terrace Dr and east of 66th ave (behind homes)</u>	<u>20457</u>	<u>0.47</u>	<u>Turf</u>
<u>M193</u>	<u>22</u>	<u>LaGrange Rd medians (171st St to 179th St)</u>	<u>100262</u>	<u>2.30</u>	<u>Both</u>
<u>M194</u>	<u>44</u>	<u>183rd St Medians (from 94th Ave to 80th Ave)</u>	<u>24358</u>	<u>0.56</u>	<u>Turf</u>
<u>M195</u>	<u>26</u>	<u>171st St median (just east of 80th Ave)</u>	<u>7389</u>	<u>0.17</u>	<u>Beds</u>
<u>M196</u>	<u>26</u>	<u>Tinley Downs (mowed weekly)</u>	<u>277536</u>	<u>6.37</u>	<u>Turf</u>
<u>M197</u>	<u>26</u>	<u>Pond area N of 172nd and E of 80th</u>	<u>44712</u>	<u>1.03</u>	<u>Turf</u>
<u>M199</u>	<u>28</u>	<u>East side of southernmost tip of 69th ave at Metra tracks</u>	<u>4588</u>	<u>0.11</u>	<u>Turf</u>
<u>M200</u>	<u>18</u>	<u>S of "H" shaped building E of Harlem ave, N of 170th St</u>	<u>27226</u>	<u>0.63</u>	<u>Turf</u>
<u>M201</u>	<u>1</u>	<u>Post 6 lift station</u>	<u>1307</u>	<u>0.03</u>	<u>Both</u>

MONUMENT SIGN MAP BOOK

<u>S03</u>	<u>1</u>	<u>159th/86th Gateway Sign</u>	<u>323</u>	<u>0.01</u>	<u>Beds</u>
<u>S05</u>	<u>5</u>	<u>159th/ Harlem SE Gateway Sign</u>	<u>1056</u>	<u>0.02</u>	<u>Beds</u>
<u>S04</u>	<u>5</u>	<u>159th St/ Harlem SW Gateway Sign</u>	<u>697</u>	<u>0.02</u>	<u>Beds</u>
<u>S02</u>	<u>5</u>	<u>Village Hall Entry Signs on Oak Park Ave (2 signs)</u>	<u>842</u>	<u>0.02</u>	<u>Beds</u>
<u>S01</u>	<u>30</u>	<u>Zabrocki Plaza 147th St & Hickory St- Message Board Sign and Entire Plaza Area</u>	<u>8534</u>		
	<u>0.20</u>	<u>Beds</u>			
<u>S07</u>	<u>42</u>	<u>175th St & Tinley Park High School Gateway Sign</u>	<u>253</u>	<u>0.01</u>	<u>Beds</u>
<u>S08</u>	<u>62</u>	<u>183rd St & Ridgeland Ave- Post 2 Gateway Sign</u>	<u>188</u>	<u>0.00</u>	<u>Beds</u>
<u>S11</u>	<u>65</u>	<u>Harlem and 191st St Gateway Sign</u>	<u>376</u>	<u>0.01</u>	<u>Beds</u>
<u>S09</u>	<u>75</u>	<u>Ridgeland Ave & Vollmer Rd Gateway Sign</u>	<u>151</u>	<u>0.00</u>	<u>Beds</u>

LIST OF MAINTENANCE SERVICES TO BE PERFORMED

A detailed breakdown of the maintenance category that applies to each site can be found on the bid tab pages. In general, turf sites require regular mowing and treatment program 1, and select high profile sites require treatment program 2 in addition to their regular turf and bed maintenance needs.

TREATMENT PROGRAM 1

Apply broadleaf herbicide throughout turf areas one time annually. Any scheduled herbicide applications require four (4) days advanced notice to VOTP, and are subject to approval. Certain public buildings and facilities such as Village Hall may require weekend or after hours applications, as directed

Issue for Bid 12/11/2017

by VOTP. All applications are to be performed in accordance with the manufacturer's specifications, by a state licensed pesticide applicator. Chemical Specifications are noted below.

TREATMENT PROGRAM 2

This is an intense treatment program intended to keep high profile sites looking their very best. The program consists of four (4) annual applications of fertilizer to lawn areas, and three (3) applications of appropriate herbicide to manage weeds and vegetation in planting bed areas. In addition to applications, this program also includes plant health care monitoring. During their scheduled visits, the Contractor shall monitor and identify any plant diseases and pests, and suggest treatment strategies with the Street Superintendent. Any treatments chosen will be considered additional services, and are subject to approval through a new proposal. Chemical Specifications are noted below.

CHEMICAL SPECIFICATIONS

Lawn Fertilizer Specifications

Spring Application- Late April

25-0-5 + 20% Barricade, $\frac{3}{4}$ lb. rate, escalate low-odor broadleaf weed control.

Late Spring Application- Late May / Early June

17-0-3, Liquid Weed Control or depending on weeds present low-odor broadleaf weed control.

Late Summer Application: Late August

25-0-5, post-emergent

Fall Application: Late September / Early October

25-0-5, 1 lb rate, post-emergent low-odor broadleaf weed control as needed

Planting Bed Vegetation Management Specifications

3 applications total: Spring, Summer & Fall

Razor & Surflan (depending on area treated)

Tree & Shrub Treatment Specifications

Possible treatment if problem exists. Monitoring will determine if action is required, per Street Superintendent direction.

Spring Fertilization: April

17-2-5 deep root feeding

Late Spring Insect & Disease Application: Late May (conditions depending)

Issue for Bid 12/11/2017

Insecticide: Tristar & Miticide

Fungicides: Tourny

Early Summer Insect & Disease Applications: Late June / Early July

Insecticide: TriStar & Miticide

Fungicide: Tourny

Fall Fertilization: September

17-2-5 deep root feeding.

Issue for Bid 12/11/2017

7946 Tinley Lawn Treatments 2018

02925-15

LAWN TREATMENTS



Interoffice

Memo

Date: May 15, 2020

To: John Urbanski, Interim Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Post 4 (8399 Brookside Glen Drive) Improvements

Presented for May 19, 2020 Committee of the Whole and Village Board Meeting agenda consideration and action.

Description: This project includes the replacement of the control panel, replacement of the building, and upgrading the outdated electrical components currently in use at Post 4 sanitary sewer lift station (8399 Brookside Glen Drive).

Background: Public Works contracted Christopher Burke Engineering to engineer the plan and specifications to improve the functionality of the Post 4 sanitary sewer lift station located at 8399 Brookside Glen Drive. The outdated control panel and electrical components will be replaced to improve overall efficiency of the lift station. The fiberglass building currently at Post 4 is deteriorating to the point of replacement. The new structure will be similar to buildings used at other lift stations.

The Village held a bid opening on May 6, 2020 and received two (2) bids. Both of the bids were well above both the engineer's estimate and available funding for the project. The Village would like to discard the received bids and value engineer the specifications without compromising quality. Variations may include, but not limited to, altering the building specifications without losing functionality, and changing the means of metering without losing accuracy.

<u>Contractor:</u>	<u>Location:</u>	<u>Proposal:</u>
Engineer's Estimate		\$483,306.90
Airy's Inc.	Tinley Park, IL	\$620,935.00
Paul Borg Construction	Chicago, IL	\$671,149.55

Budget/ Finance: Funding in the amount of \$447,000.00 is available in the approved FY2021 budget as a carryover from the FY2020 budget.

Staff Direction Request: Approve the rejecting of two (2) received bids to perform building replacement and electrical improvements at Post 4 sanitary sewer lift station (8399 Brookside Glen Drive) and re-bid the project after value engineering is completed.

Attachments:

- 1) Bid Tabulation
- 2) Engineer's Estimate




Do **NOT** paste in the Board Action

SUBJECT: CONSIDER REJECTING BIDS FOR POST 4 (8399 BROOKSIDE GLEN DRIVE) LIFT STATION IMPROVEMENTS.

Upon completion of a formal bid process for improvements to the Post 4 Lift Station, the following two (2) bids were received.

<u>Contractor:</u>	<u>Location:</u>	<u>Proposal:</u>
Airy's Inc.	Tinley Park, IL	\$620,935.00
Paul Borg Construction	Chicago, IL	\$671,149.55

Consider rejecting bids received for Post 4 Improvements and re-bid after value engineering is complete.



CHRISTOPHER B. BURKE ENGINEERING, LTD.


9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
POST 4 LIFT STATION IMPROVEMENTS
CBBEL PROJECT NO. 1603737.00007

Bid Tabulation - Base Bid

				Engineer's Estimate		Airy's Construction, Inc. 7455 West Duvan drive Tinley Park, IL 60477		Paul Borg Construction Company 2007 S. Marshall Blvd Chicago, IL 60623	
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	d	COST	UNIT COST	COST
01 50 00/01	TEMPORARY FENCING (SITE PROTECTION)	FOOT	275	\$ 20.00	\$ 5,500.00	\$ 13.00	\$ 3,575.00	\$ 3.48	\$ 957.00
02 41 52/01	TEMPORARY RELOCATION AND DEMOLITION OF EXISTING CONTROL BUILDING	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 43,560.00	\$ 43,560.00	\$ 19,627.20	\$ 19,627.20
03 30 00/01	CONTROL BUILDING FOUNDATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 39,466.00	\$ 39,466.00	\$ 27,376.00	\$ 27,376.00
03 30 00/02	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7 INCH	SQ YD	90	\$ 35.00	\$ 3,150.00	\$ 168.00	\$ 15,120.00	\$ 60.32	\$ 5,428.80
03 30 00/03	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	960	\$ 25.00	\$ 24,000.00	\$ 15.00	\$ 14,400.00	\$ 9.28	\$ 8,908.80
03 30 00/04	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	70	\$ 30.00	\$ 2,100.00	\$ 18.00	\$ 1,260.00	\$ 17.40	\$ 1,218.00
13 34 25/01	CONTROL BUILDING	L SUM	1	\$ 175,000.00	\$ 175,000.00	\$ 220,581.00	\$ 220,581.00	\$ 241,628.00	\$ 241,628.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 5,289.00	\$ 5,289.00	\$ 6,090.00	\$ 6,090.00
26 05 23/01	CONTROL-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,485.00	\$ 4,485.00	\$ 6,960.00	\$ 6,960.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,563.00	\$ 5,563.00	\$ 8,758.00	\$ 8,758.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 19,975.00	\$ 19,975.00	\$ 11,136.00	\$ 11,136.00
26 27 16/01	PUMP CABLE JUNCTION BOX	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 12,172.00	\$ 12,172.00	\$ 15,254.00	\$ 15,254.00
26 29 20/01	PUMP CONTROL PANEL AND SCADA INTEGRATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 29,890.00	\$ 29,890.00	\$ 34,353.40	\$ 34,353.40
26 29 20/02	LEVEL MANAGEMENT SYSTEM	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,240.00	\$ 5,240.00	\$ 17,951.00	\$ 17,951.00
26 29 23/01	VARIABLE FREQUENCY DRIVE	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 14,250.00	\$ 28,500.00	\$ 31,952.20	\$ 63,904.40
26 32 13/01	REUSE DIESEL ENGINE GENERATOR	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 31,548.00	\$ 31,548.00	\$ 23,548.00	\$ 23,548.00
26 36 00/01	REUSE AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,584.00	\$ 2,584.00	\$ 11,252.00	\$ 11,252.00
26 60 20/01	ELECTRIC SERVICE AND DISTRIBUTION	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 700.00	\$ 700.00	\$ 4,616.80	\$ 4,616.80
26 60 20/02	UTILITY METER FITTING	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,050.00	\$ 1,050.00	\$ 3,079.80	\$ 3,079.80
31 10 00/01	VEGETATION REMOVAL	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,320.00	\$ 2,320.00
31 20 00/01	EARTH EXCAVATION	CU YD	40	\$ 100.00	\$ 4,000.00	\$ 200.00	\$ 8,000.00	\$ 754.00	\$ 30,160.00
31 20 00/02	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	\$ 25.00	\$ 1,875.00	\$ 25.00	\$ 1,875.00	\$ 31.32	\$ 2,349.00
31 20 00/03	SIDEWALK REMOVAL	SQ FT	70	\$ 25.00	\$ 1,750.00	\$ 3.00	\$ 210.00	\$ 3.48	\$ 243.60
31 20 00/04	FENCE REMOVAL	FOOT	160	\$ 20.00	\$ 3,200.00	\$ 20.00	\$ 3,200.00	\$ 9.28	\$ 1,484.80
31 25 13/01	CONCRETE WASHOUT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 805.00	\$ 805.00	\$ 580.00	\$ 580.00
31 25 13/02	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,660.00	\$ 7,660.00	\$ 2,552.00	\$ 2,552.00
31 25 13/03	PERIMETER EROSION BARRIER	FOOT	265	\$ 5.00	\$ 1,325.00	\$ 5.00	\$ 1,325.00	\$ 3.77	\$ 999.05
31 25 13/04	INLET FILTER	EACH	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 290.00	\$ 290.00
32 39 14/01	BOLLARD	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,475.00	\$ 2,950.00	\$ 464.00	\$ 928.00
32 92 19/01	TOPSOIL FURNISH AND PLACE 4"	SQ YD	205	\$ 20.00	\$ 4,100.00	\$ 7.00	\$ 1,435.00	\$ 7.54	\$ 1,545.70
32 92 19/02	SEEDING, CLASS 1	SQ YD	140	\$ 5.00	\$ 700.00	\$ 10.00	\$ 1,400.00	\$ 7.54	\$ 1,055.60
32 92 19/03	NITROGEN FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/04	PHOSPHORUS FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/05	POTASSIUM FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/06	EROSION CONTROL BLANKET	SQ YD	140	\$ 5.00	\$ 700.00	\$ 2.00	\$ 280.00	\$ 7.54	\$ 1,055.60
32 92 19/07	MULCH FURNISH AND PLACE 3"	SQ YD	65	\$ 20.00	\$ 1,300.00	\$ 17.00	\$ 1,105.00	\$ 17.40	\$ 1,131.00
32 92 19/08	SHRUB	EACH	16	\$ 500.00	\$ 8,000.00	\$ 450.00	\$ 7,200.00	\$ 493.00	\$ 7,888.00
33 41 00/01	FLOW METER	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 13,572.00	\$ 13,572.00
33 43 00/01	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 48,474.00	\$ 48,474.00	\$ 69,600.00	\$ 69,600.00
-	CONTINGENCY	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
-	BONDS AND INSURANCE	L SUM	1	\$ 14,076.90	\$ 14,076.90	\$ 13,200.00	\$ 13,200.00	\$ 12,000.00	\$ 12,000.00
TOTAL BASE BID COST				\$ 483,306.90		\$ 620,935.00		\$ 677,149.55	



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VILLAGE OF TINLEY PARK
POST 4 LIFT STATION IMPROVEMENTS
CBBEL PROJECT NO. 1603737.00007

Bid Tabulation - Alternate Bid

				Engineer's Estimate		Airy's Construction, Inc. 7455 West Duvan drive Tinley Park, IL 60477		Paul Borg Construction Company 2007 S. Marshall Blvd Chicago, IL 60623	
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	d	COST	UNIT COST	COST
01 50 00/01	TEMPORARY FENCING (SITE PROTECTION)	FOOT	275	\$ 20.00	\$ 5,500.00	\$ 13.00	\$ 3,575.00	\$ 3.48	\$ 957.00
02 41 52/01	TEMPORARY RELOCATION AND DEMOLITION OF EXISTING CONTROL BUILDING	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 43,560.00	\$ 43,560.00	\$ 19,627.20	\$ 19,627.20
03 30 00/01	CONTROL BUILDING FOUNDATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 39,466.00	\$ 39,466.00	\$ 27,376.00	\$ 27,376.00
03 30 00/02	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7 INCH	SQ YD	90	\$ 35.00	\$ 3,150.00	\$ 168.00	\$ 15,120.00	\$ 60.32	\$ 5,428.80
03 30 00/03	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	960	\$ 25.00	\$ 24,000.00	\$ 15.00	\$ 14,400.00	\$ 9.28	\$ 8,908.80
03 30 00/04	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	70	\$ 30.00	\$ 2,100.00	\$ 18.00	\$ 1,260.00	\$ 17.40	\$ 1,218.00
13 34 25/01	CONTROL BUILDING	L SUM	1	\$ 175,000.00	\$ 175,000.00	\$ 220,581.00	\$ 220,581.00	\$ 241,628.00	\$ 241,628.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 5,289.00	\$ 5,289.00	\$ 6,090.00	\$ 6,090.00
26 05 23/01	CONTROL-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,485.00	\$ 4,485.00	\$ 6,960.00	\$ 6,960.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,563.00	\$ 5,563.00	\$ 8,758.00	\$ 8,758.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 19,975.00	\$ 19,975.00	\$ 11,136.00	\$ 11,136.00
26 27 16/01	PUMP CABLE JUNCTION BOX	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 12,172.00	\$ 12,172.00	\$ 15,254.00	\$ 15,254.00
26 29 20/01	PUMP CONTROL PANEL AND SCADA INTEGRATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 29,890.00	\$ 29,890.00	\$ 34,353.40	\$ 34,353.40
26 29 20/02	LEVEL MANAGEMENT SYSTEM	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,240.00	\$ 5,240.00	\$ 17,951.00	\$ 17,951.00
26 29 23/01	VARIABLE FREQUENCY DRIVE	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 14,250.00	\$ 28,500.00	\$ 31,952.20	\$ 63,904.40
26 32 13/01	DIESEL ENGINE GENERATOR	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 58,254.00	\$ 58,254.00	\$ 59,728.40	\$ 59,728.40
26 36 00/01	AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 6,186.00	\$ 6,186.00	\$ 11,252.00	\$ 11,252.00
26 60 20/01	ELECTRIC SERVICE AND DISTRIBUTION	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 700.00	\$ 700.00	\$ 4,616.80	\$ 4,616.80
26 60 20/02	UTILITY METER FITTING	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,050.00	\$ 1,050.00	\$ 3,079.80	\$ 3,079.80
31 10 00/01	VEGETATION REMOVAL	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,320.00	\$ 2,320.00
31 20 00/01	EARTH EXCAVATION	CU YD	40	\$ 100.00	\$ 4,000.00	\$ 200.00	\$ 8,000.00	\$ 754.00	\$ 30,160.00
31 20 00/02	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	\$ 25.00	\$ 1,875.00	\$ 25.00	\$ 1,875.00	\$ 31.32	\$ 2,349.00
31 20 00/03	SIDEWALK REMOVAL	SQ FT	70	\$ 25.00	\$ 1,750.00	\$ 3.00	\$ 210.00	\$ 3.48	\$ 243.60
31 20 00/04	FENCE REMOVAL	FOOT	160	\$ 20.00	\$ 3,200.00	\$ 20.00	\$ 3,200.00	\$ 9.28	\$ 1,484.80
31 25 13/01	CONCRETE WASHOUT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 805.00	\$ 805.00	\$ 580.00	\$ 580.00
31 25 13/02	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,660.00	\$ 7,660.00	\$ 2,552.00	\$ 2,552.00
31 25 13/03	PERIMETER EROSION BARRIER	FOOT	265	\$ 5.00	\$ 1,325.00	\$ 5.00	\$ 1,325.00	\$ 3.77	\$ 999.05
31 25 13/04	INLET FILTER	EACH	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 290.00	\$ 290.00
32 39 14/01	BOLLARD	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,475.00	\$ 2,950.00	\$ 464.00	\$ 928.00
32 92 19/01	TOPSOIL FURNISH AND PLACE 4"	SQ YD	205	\$ 20.00	\$ 4,100.00	\$ 7.00	\$ 1,435.00	\$ 7.54	\$ 1,545.70
32 92 19/02	SEEDING, CLASS 1	SQ YD	140	\$ 5.00	\$ 700.00	\$ 10.00	\$ 1,400.00	\$ 7.54	\$ 1,055.60
32 92 19/03	NITROGEN FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/04	PHOSPHORUS FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/05	POTASSIUM FERTILIZER NUTRIENT	POUND	2	\$ 5.00	\$ 10.00	\$ 18.00	\$ 36.00	\$ 58.00	\$ 116.00
32 92 19/06	EROSION CONTROL BLANKET	SQ YD	140	\$ 5.00	\$ 700.00	\$ 2.00	\$ 280.00	\$ 7.54	\$ 1,055.60
32 92 19/07	MULCH FURNISH AND PLACE 3"	SQ YD	65	\$ 20.00	\$ 1,300.00	\$ 17.00	\$ 1,105.00	\$ 17.40	\$ 1,131.00
32 92 19/08	SHRUB	EACH	16	\$ 500.00	\$ 8,000.00	\$ 450.00	\$ 7,200.00	\$ 493.00	\$ 7,888.00
33 41 00/01	FLOW METER	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 13,572.00	\$ 13,572.00
33 43 00/01	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 48,474.00	\$ 48,474.00	\$ 69,600.00	\$ 69,600.00
-	CONTINGENCY	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
-	BONDS AND INSURANCE	L SUM	1	\$ 14,076.90	\$ 14,076.90	\$ 13,540.00	\$ 13,540.00	\$ 12,000.00	\$ 12,000.00
TOTAL ALTERNATE BID COST					\$ 483,306.90	\$ 651,583.00		\$ 713,329.95	

TINLEY PARK



PROCLAMATION

RECOGNIZING

HOPE MONTESSORI, MS. TRACI TYSZKA, AND STAFF IN THE VILLAGE OF TINLEY PARK

WHEREAS, Hope Montessori was founded in 2000 to nurture the spirit of children and the joy of learning in an atmosphere of freedom, respect, and responsibility; and

WHEREAS, over the past twenty years, Hope Montessori served as a preeminent educational institution for children in the Tinley Park community and south suburbs; and

WHEREAS, founder Ms. Traci Tyszka and her staff have assisted children in their development to build awareness of self, others, and the world in an effort to create a better world; and

WHEREAS, the community is saddened to see the doors of Hope Montessori close; and

WHEREAS, members of the community are urged to recognize the efforts of Hope Montessori for their hard work, dedication, and contributions; and

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Hope Montessori, Ms. Traci Tyszka, and staff are hereby recognized for an outstanding 20 years of service in the Village of Tinley Park.

APPROVED this 19th Day of May 2020.

Jacob C. Vandenberg, Village President

ATTEST:

Kristin A. Thirion, Village Clerk

Laura Godette (Clerks VH)


From: Brad L. Bettenhausen
Sent: Tuesday, May 05, 2020 7:21 PM
To: Sue Busz
Cc: Laura Godette (Clerks VH)
Subject: Payout Escrow - Bremen HS District 228

Please pay out the Impact Fees due to Bremen HS District 228 through December 2019
\$1,850.00 84-00-000-23120

Please give check to Laura for cover letter.

Brad L. Bettenhausen
Treasurer/Finance Director, Village of Tinley Park
Trustee Kimberly Heights Sanitary District
Historian/President Emeritus, Tinley Park Historical Society
phone 708-444-5000 -5099 fax
bbettenhausen@tinleypark.org

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 Save a tree! Only print if necessary.



vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187321	5/8/2020	011466 ALBERTSONS/SAFEWAY	725346-041620-3165		**** 0415 SODA	
					60-00-000-72220	11.18
					63-00-000-72220	11.18
					64-00-000-72220	9.58
					01-26-023-72220	31.94
					01-26-024-72220	15.96
					Total :	79.84
187322	5/8/2020	002628 AMERICAN WATER	043020		APRIL'20 SEWER TRTMNT BRKSDE	
					64-00-000-73225	90,370.32
					Total :	90,370.32
187323	5/8/2020	003166 B & J TOWING AND AUTO REPAIR	0016981		TRUCK SAFETY INSPECTIONS	
					01-26-023-72266	168.00
					60-00-000-72266	9.80
					63-00-000-72266	9.80
					64-00-000-72266	8.40
					01-42-000-72266	28.00
					Total :	224.00
187324	5/8/2020	010953 BATTERIES PLUS - 277	P26285466		BATTERIES	
					14-00-000-74150	140.00
					Total :	140.00
187325	5/8/2020	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-19042-7		4/23/20 BASIC CLEAN/INSTALL FILT	
					01-26-025-72779	7,865.00
					Total :	7,865.00
187326	5/8/2020	002974 BETTENHAUSEN CONSTRUCTION SERV	200064		HAULING SWEEPING & WOODCHIF	
					01-26-023-72890	500.00
			200065		HAULING STONE	
					60-00-000-73860	151.20
					63-00-000-73860	16.80
					64-00-000-73860	72.00
					01-26-023-73860	120.00
					70-00-000-73860	40.00

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187326	5/8/2020	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
			200069		HAULING WOOD CHIPS & LOGS	
					01-26-023-72890	750.00
			200070		HAULING SWEEPINGS & WOOD CHIPS	
					01-26-023-72890	550.00
			200071		HAULING STONES	
					60-00-000-73860	37.80
					63-00-000-73860	4.20
					64-00-000-73860	18.00
					01-26-023-73860	30.00
					70-00-000-73860	10.00
					Total :	2,300.00
187327	5/8/2020	016817 BEVERLY SNOW AND ICE INC	45767		TINLEY CREEK BRIDGE	
					01-26-023-72785	50.00
			45768		PUBLIC SAFETY BUILDING LOT	
					01-26-023-72785	130.00
			45769		FIRE STATION 3	
					01-26-023-72785	110.00
			45770		FIRESTATION 4	
					01-26-023-72785	160.00
			45771		HELIPORT & EMA	
					01-26-023-72785	580.00
			45772		HICKORY ST PARKING STALLS	
					01-26-023-72785	300.00
			45773		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	90.00
			45774		MUNICIPAL LOTS SUBWAY	
					01-26-023-72785	140.00
			45775		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	65.00
			45776		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	65.00
			45777		80TH AVENUE NORTH TRAIN LOT	
					70-00-000-72740	1,800.00
			45778		OAK PARK AVE TRAIN STATION	
					70-00-000-72740	300.00

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187327	5/8/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			45779		01-26-023-72785 PAWS	300.00
			45780		01-26-023-72785 POLICE DEPARTMENT	90.00
			45781		01-26-023-72785 POST 11	245.00
			45782		01-26-023-72785 80TH AVENUE SOUTH TRAIN LOT	60.00
			45783		70-00-000-72740 MUNICIPAL LOT-UNITED METHODIST	1,900.00
			45784		01-26-023-72785 VILLAGE HALL	130.00
			45785		01-26-023-72785 VOGT PLAZA	490.00
			45786		01-26-023-72785 ZABROCKI PLAZA	90.00
					01-26-023-72785	150.00
					Total :	7,245.00
187328	5/8/2020	002923 BLACK DIRT INC.	042020-44		DIRT	
					01-26-023-73680	255.00
					Total :	255.00
187329	5/8/2020	012966 BOLING, THOMAS	04-20		SPAREPOINT 4/1-4/30/20	
					01-16-000-72650	1,687.50
					Total :	1,687.50
187330	5/8/2020	019436 BRADTKE, PAUL	Ref001391194		UB Refund Cst #00497707	
					60-00-000-20599	253.48
					Total :	253.48
187331	5/8/2020	007654 BREMEN HIGH SCHOOL DIST 228	050520		IMPACT FEES THRU DECEMBER 20	
					84-00-000-23120	1,850.00
					Total :	1,850.00
187332	5/8/2020	003153 BRETT SUPPLY COMPANY	310249		B/A KIT W/SWITCH	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187332	5/8/2020	003153 BRETT SUPPLY COMPANY	(Continued)		01-26-023-72540	49.90
					60-00-000-72540	26.20
					63-00-000-72540	8.73
					64-00-000-72540	14.97
					Total :	99.80
187333	5/8/2020	003504 C & M PIPE & SUPPLY CO., INC	13229	VTP-017814	SEWER TILE/CULVERT MATERIALS	
			13231		01-26-023-73790	1,791.30
					ROLL 1IN TAR STRIP	
					01-26-023-73790	220.00
					Total :	2,011.30
187334	5/8/2020	018503 CARDNO INC	291537		SERV THRU 4/24/20 7698 NATURAL	
					65-00-000-72591	31,858.74
					Total :	31,858.74
187335	5/8/2020	003243 CDW GOVERNMENT INC	XPB3050	VTP-017802	<PW> - REPLCMNT SCADA SERVEI	
			XPB9834	VTP-017802	60-00-000-72528	687.22
			XPZ2659	VTP-017802	<PW> - REPLCMNT SCADA SERVEI	
			XQW6440	VTP-017802	60-00-000-72528	1,643.41
			XRL3502	VTP-017802	<PW> - REPLCMNT SCADA SERVEI	
				VTP-017802	60-00-000-72528	392.53
				VTP-017802	60-00-000-72528	392.53
				VTP-017823	DESKTOP SCANNERS FOR CD	
					01-16-000-74128	1,454.97
					Total :	4,570.66
187336	5/8/2020	003606 CHICAGO SOUTHLAND CONV. V B	0420		MAR LIAB APRIL COLL HOTEL ACCO	
					12-00-000-79107	8,389.37
					Total :	8,389.37
187337	5/8/2020	003137 CHRISTOPHER B.BURKE ENGINEERNG	158097		01.R160373.00007 POST 4 ST IMPR	
			158098		61-00-000-75320	973.00
					01.R160373.00008 POST 5 LIFT ST I	
					61-00-000-72840	2,408.00

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187337	5/8/2020	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued) 158099		01.R160373.00002 SEWER ASSESS 64-00-000-72840	727.00
			158100		01.R160373.00009 HARMONY SQ D 30-00-000-75905	8,110.50
			158101		01.R160373.00012 UTILITY ENG SE 27-00-000-75300	134.00
			158102		01.R160373.00015 THE BLVD/CENT 27-00-000-72840	3,887.00
			158103		01.R160373.00017 SANITARY SEWE 64-00-000-72840	1,576.00
			158104		01.R160373.00018 METRA WARNIN 27-00-000-75302	3,317.75
			158105	VTP-017688	ENG SERV BOULEVARD PROJ STR 27-00-000-72840	7,594.00
			158106		01.R160373.C0014 POST 7 FORCE I 61-00-000-75305	1,467.00
Total :						30,194.25
187338	5/8/2020	014645 CHRISTY WEBBER LANDSCAPES	75142		84 TREE REMOVALS & 102 TREES I 01-26-023-75630	61,500.00
Total :						61,500.00
187339	5/8/2020	013820 CINTAS CORPORATION	5016756570		FIRST AID SUPPLIES 01-26-025-73117	49.13
			5016756571		SERVICE CHARGE,FIRST AID SUPP 01-26-025-73117	40.83
			5016756573		SERVICE CHARGE,EYE DROPS 01-26-025-73117	9.19
			5016756575		FIRST AID SUPPLIES 01-26-025-73117	69.04
			5016845569		FIRST AID SUPPLIES 01-19-000-73115	388.94
			5016845570		FIRST AID SUPPLIES 01-19-000-73115	228.95
			5016845571		FIRST AID SUPPLIES 01-19-000-73115	276.53

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187339	5/8/2020	013820 013820 CINTAS CORPORATION	(Continued)		Total :	1,062.61
187340	5/8/2020	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 4/30/20-5 01-14-000-72125	233.35
			8771401810265348		ACCT#8771401810265348 4/22-5/21 01-19-000-72517	93.96
					Total :	327.31
187341	5/8/2020	013878 COMED - COMMONWEALTH EDISON	2761036017		ACCT#2761036017 MCDNNELL DV : 01-26-025-72510	46.81
			2777112019		ACCT#2777112019 0 175TH ST & S/ 01-26-023-72510	115.10
			3214011009		ACCT#3214011009 16853 LAKEWO 64-00-000-72510	240.84
			6483053261		ACCT#6483053261 IRRIGATION 174 01-26-023-72510	25.17
			8363023007		ACCT#8363023007 0 179TH ST & 82 60-00-000-72510	132.54
					63-00-000-72510	132.55
					Total :	693.01
187342	5/8/2020	018311 CONNECTION	57658205		LTE BLACK 01-16-000-72565	1,499.50
			57660545		DOCKING STATION,KEYBOARD 01-16-000-72565	333.57
			57680340		SURFACE COVER 01-16-000-74128	106.17
			57683802		LED LDC MONITOR 01-16-000-72565	504.96
					Total :	2,444.20
187343	5/8/2020	012410 CONSERV FS, INC.	66036426		SUNNY MIX,CONSERV #50,RAKE,D 01-26-023-73870	282.86
			66036437		COMPOST FORK, CONSERV ALUM 01-26-023-73870	67.82
					Total :	350.68

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187344	5/8/2020	012826 CONSTELLATION NEWENERGY, INC.	17307564701		ACCT#8061886 UTIL#6771163043 # 01-26-024-72510	3,629.14
					Total :	3,629.14
187345	5/8/2020	018234 CORE & MAIN LP	M267762		CPLG/PARTS 60-00-000-73630 63-00-000-73630 64-00-000-73630	645.24 71.69 307.25
					Total :	1,024.18
187346	5/8/2020	019430 CROWN PAINTING, INC.	20-2522-1		DOWN PAMENT/M884 MORTAR CAI 01-41-050-72928	10,000.00
					Total :	10,000.00
187347	5/8/2020	017603 DANDAN, RICK TARIQ	043020		APRIL'20 PLAN REVIEWS 01-33-300-72790	3,615.00
					Total :	3,615.00
187348	5/8/2020	018576 DANMAR	18945	VTP-017709	STRIP & WAX FLOOR TILE AND CLF 01-26-025-72525	2,100.00
					Total :	2,100.00
187349	5/8/2020	000648 DELL MARKETING LP	2006878390793	VTP-017774	<IT> - ADDITIONAL WORKSTATION 01-16-000-72655	400.02
					Total :	400.02
187350	5/8/2020	004094 EJ EQUIPMENT INC.	P22930	VTP-017810 VTP-017810 VTP-017810 VTP-017810	REPAIR OF CAMERA EQUIPMENT/T 64-00-000-72552 60-00-000-73410 63-00-000-73410 64-00-000-73410 64-00-000-72552 60-00-000-73410 63-00-000-73410 64-00-000-73410	124.98 511.58 56.84 243.61 9.76 39.95 4.44 19.03
					Total :	1,010.19
187351	5/8/2020	004111 EJ USA. INC	110200027106		HYDRANTS, PARTS, VALVE BOXES	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187351	5/8/2020	004111 EJ USA. INC	(Continued)			
				VTP-017828	60-00-000-75710	3,741.86
				VTP-017828	64-00-000-75710	1,603.66
				VTP-017828	63-00-000-73630	36.55
				VTP-017828	64-00-000-73630	156.65
				VTP-017828	60-00-000-73632	1,088.71
				VTP-017828	64-00-000-73632	466.59
				VTP-017828	60-00-000-73630	328.95
			110200027129		HD WTR CV	
					60-00-000-73630	662.32
					63-00-000-73630	73.59
					64-00-000-73630	315.39
					Total :	8,474.27
187352	5/8/2020	011176 ELEMENT GRAPHICS & DESIGN, INC	16060		TINLEY PARK SEAL INSTALLATION	
					01-17-205-72540	89.09
					Total :	89.09
187353	5/8/2020	017807 EMERGENCY VEHICLE SERVICE INC.	7920		LABOR/VALVE KIT	
					01-19-000-72540	866.11
					Total :	866.11
187354	5/8/2020	012484 FERGUSON FACILITIES #3400	0107308-1		PURELL SANI FOAM	
					01-26-025-72525	183.14
					Total :	183.14
187355	5/8/2020	015058 FLEETPRIDE	50600724		LUBE SPIN,FILTER	
					60-00-000-72540	15.00
					63-00-000-72540	5.01
					64-00-000-72540	8.58
			50882823		BREAK AWAY SWITCH	
					01-26-023-72530	22.36
					Total :	50.95
187356	5/8/2020	019329 FLOW-TECHNICS, INC	INV000008005		PREV MAINT INSPECTION	
				VTP-017611	60-00-000-72528	525.00
				VTP-017611	63-00-000-72528	525.00

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187356	5/8/2020	019329 019329 FLOW-TECHNICS, INC	(Continued)		Total :	1,050.00
187357	5/8/2020	004185 FOREST LUMBER COMPANY	60998		RAKE,BROOM,TAPE,BIT AXE 01-26-023-73870	199.65
					Total :	199.65
187358	5/8/2020	002877 G. W. BERKHEIMER CO., INC.	647765		KP-STD2 01-26-025-72520	202.80
					Total :	202.80
187359	5/8/2020	019434 GALLAGHER & CHRIS MAKOWSKI, ELIZ/ Ref001391192			UB Refund Cst #00486447 60-00-000-20599	96.73
					Total :	96.73
187360	5/8/2020	019349 GARVEY'S OFFICE PRODUCTS	PINV1908828		FILE STORAGE,SHEET,CORK BRD, 01-19-000-73110	159.42
					Total :	159.42
187361	5/8/2020	018962 GRAYSHIFT LLC	2831	VTP-017841	GRAYKEY FORENSIC SOFTWARE L 01-17-225-72655	18,000.00
					Total :	18,000.00
187362	5/8/2020	014491 HANSEN DOOR INC.	8825		PW BLDG DOOR/REPL FRAYED CA 01-26-025-72520	474.03
					Total :	474.03
187363	5/8/2020	012328 HOMER INDUSTRIES	S141717		DROP CHARGE - CHIPS/LOGS 01-26-023-72890	200.00
			S141983		DROP CHARGE - CHIPS 01-26-023-72890	100.00
					Total :	300.00
187364	5/8/2020	005160 ILLINOIS STATE POLICE	CC4004		CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	452.00
			CC4004		CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	282.50
			CC4004		CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	310.75

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187364	5/8/2020	005160 005160 ILLINOIS STATE POLICE	(Continued)		Total :	1,045.25
187365	5/8/2020	005251 J AND R SALES AND SERVICE INC.	0332577		BLOWER W/NOZZLE,CHAINS,WED 01-26-023-73870	483.32
					Total :	483.32
187366	5/8/2020	019435 JACOB, ABY	Ref001391193		UB Refund Cst #00497868 60-00-000-20599	26.36
					Total :	26.36
187367	5/8/2020	016616 KURTZ AMBULANCE SERVICE INC.	10520		EMS SERVICE AGREEMENT 4/1-4/3 01-21-000-72856	36,477.83
					Total :	36,477.83
187368	5/8/2020	014190 LEHIGH HANSON	5810740		BED/BACKFILL,GRADE 8 STONE 01-26-023-73860 70-00-000-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860	293.61 97.87 369.95 41.25 176.03
					Total :	978.71
187369	5/8/2020	013858 LOWE'S HOME CENTER, INC.	88264366		****4879 48-IN GARAGE STG CAB 01-26-023-73870	284.05
					Total :	284.05
187370	5/8/2020	007100 M. E.SIMPSON COMPANY, INC	35085	VTP-017427	WATER ASSESSMENT PROG 4/16-4 60-00-000-72513	15,015.00
					Total :	15,015.00
187371	5/8/2020	013969 MAP AUTOMOTIVE OF CHICAGO	40-555958 40-557569		CREDIT CORE CHARGE 01-17-205-72540 BRAKE ROTOR,EVOL CER 01-17-205-72540	-64.00 156.70
					Total :	92.70
187372	5/8/2020	019265 MARTIN WHALEN OFFICE SOLUTIONS	IN2353588	VTP-017725	<FD> - C/Z FOLDER OPTION FOR C 01-19-000-73110	400.00

Page: 10

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187372	5/8/2020	019265 MARTIN WHALEN OFFICE SOLUTIONS	(Continued)	VTP-017725	01-16-000-74128	2,495.00
					Total :	2,895.00
187373	5/8/2020	005844 MCDONALD'S	043020		CELL MEALS APRIL'20 01-17-220-72230	77.94
					Total :	77.94
187374	5/8/2020	005645 MEADE ELECTRIC COMPANY INC.	692209		TRAFFIC SIGNAL MAINT 171,173OF 01-26-024-72775	495.00
					Total :	495.00
187375	5/8/2020	006074 MENARDS	84682		TOOLS 60-00-000-73630	131.47
					63-00-000-73630	14.61
					64-00-000-73630	62.60
			84683		PARTS 60-00-000-73630	61.04
					63-00-000-73630	6.78
					64-00-000-73630	29.07
			84685		PHILLIPS,BLD,SCREWS 01-26-025-73840	15.46
			84702		PRESS REDUCERS, PARTS 60-00-000-73630	130.66
					63-00-000-73630	14.52
					64-00-000-73630	62.22
			84703		SORTMASTER 60-00-000-73110	13.83
					63-00-000-73110	1.54
					64-00-000-73110	6.59
			84734		THREAD IDENTIFIERS 01-26-025-73410	35.98
			84780		MEG NUT DRIVER SET,STERILITE,I 01-26-023-73870	18.46
			84791		DRW CHST,WNCH KIT,HMMR,SHN 01-26-023-73870	480.08
			84800		BLANK PLATE	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187375	5/8/2020	006074 MENARDS	(Continued)		01-26-025-73840	0.35
					Total :	1,085.26
187376	5/8/2020	005742 METRO POWER INC.	12801		GENERATOR REPAIRS STREETS G 01-26-025-72530	220.00
					Total :	220.00
187377	5/8/2020	017651 MSC INDUSTRIAL SUPPLY CO.	3811042001		FITTINGS,PAINT,DRILL BITS,PARKF 01-26-023-72540	171.50
					Total :	171.50
187378	5/8/2020	015386 MUNICIPAL GIS PARTNERS, INC	5293		APRIL'20 GIS STAFFING 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652	6,966.40 4,388.83 487.65 2,089.92
					Total :	13,932.80
187379	5/8/2020	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-04-20		APRIL'20 CIMP 30-00-000-75812	21,826.50
			TPCS-04-20		APRIL'20 COMM & TECH PROJ REF 11-00-000-72750	6,940.50
			TPFD-04-20		APRIL'20 FIRE SYSTEM IMPLEMEN 30-00-000-74150	1,795.50
					Total :	30,562.50
187380	5/8/2020	014443 MURPHY & MILLER, INC	SVC00026514	VTP-017738	911 CENTER COMPRESSOR 01-26-025-72530	9,897.00
					Total :	9,897.00
187381	5/8/2020	018604 NAPA MONEE	158298		3000 WATT INVERTER 60-00-000-72540 63-00-000-72540 64-00-000-72540	182.03 181.48 181.48
					Total :	544.99
187382	5/8/2020	015723 NICOR	01981510009		ACCT#01-98-15-1000 9 7780 W 183I	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187382	5/8/2020	015723 NICOR	(Continued)			
			06821610000		01-26-025-72511 ACCT#06-82-16-1000 0 6640 167TH	180.60
					60-00-000-72511	77.66
					63-00-000-72511	77.66
					64-00-000-72511	66.56
			53463710003		ACCT#53-46-37-1000 3 18241 S 80T	
					01-26-025-72511	61.56
			73675410002		ACCT#73-67-54-1000 2 7800 183RD	
					01-26-025-72511	894.91
			74433410003		ACCT#74-43-34-1000 3 7700 W 183I	
					01-26-025-72511	38.15
			83523710008		ACCT#83-52-37-1000 8 7980 183RD	
					01-26-025-72511	546.35
			96019958527		ACCT#96-01-99-5852 7 7999 W TIMI	
					01-26-025-72511	110.25
					Total :	2,053.70
187383	5/8/2020	006221 NORTHERN SAFETY CO. INC.	903932439		HAND SANITIZER GEL	
					01-26-025-72525	540.97
					Total :	540.97
187384	5/8/2020	001487 NUWAY DISPOSAL SERVICE INC	6951995		SWEEPINGS 4/23/20	
					01-26-023-72890	3,943.00
			6958861		SWEEPINGS 4/28/20	
					01-26-023-72890	780.00
					Total :	4,723.00
187385	5/8/2020	006404 OMNITREND	7332		VTP-017803 ANNUAL RENEWAL PA	
					01-11-000-72655	106.18
					01-12-000-72655	94.48
					01-13-000-72655	94.48
					01-15-000-72655	117.87
					01-16-000-72655	70.63
					01-17-205-72655	377.92
					01-17-220-72655	744.13
					01-17-225-72655	117.87

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187385	5/8/2020	006404 OMNITREND	(Continued)			
					01-19-000-72655	1,322.71
					01-19-020-72655	94.48
					01-21-000-72655	82.78
					01-26-023-72655	295.13
					01-26-025-72655	177.26
					01-33-300-72655	94.48
					01-33-310-72655	94.48
					01-33-320-72655	23.39
					01-35-000-72655	82.78
					60-00-000-72655	141.72
					63-00-000-72655	23.39
					64-00-000-72655	94.95
					01-21-210-72655	247.89
					Total :	4,499.00
187386	5/8/2020	010135 ONSITE COMMUNICATIONS USA, INC	50245		RADIO,BATTERY	
					01-19-000-72550	573.00
					Total :	573.00
187387	5/8/2020	013096 PACE SYSTEMS INC	209752		INSTALL CAMERAS AT POST 1	
				VTP-016809	30-00-000-74604	14,530.00
			IN00031432		<911> - REPLCMNT/UPGRADE CAM	
				VTP-017784	30-00-000-74604	10,445.00
			IN00031437		<PW> - RPLCMNT CAMERA - 183R	
				VTP-017792	01-26-025-72552	665.00
					Total :	25,640.00
187388	5/8/2020	006475 PARK ACE HARDWARE	036187/2		#9404 WATER,EXCHANGE LP TANK	
					01-19-000-73585	31.96
			063439/1		#9404 KITCHEN TOWEL ROLLWHT	
					01-19-000-73585	26.40
			063450/1		#891432 CHAINSAW	
					01-26-023-73870	143.99
			063454/1		#891431 LANYARD,BATTERIES	
					60-00-000-73110	14.60
					63-00-000-73110	1.62

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187388	5/8/2020	006475 PARK ACE HARDWARE	(Continued)			
			063466/1		64-00-000-73110 #9404 WATER,TRASH CAN	6.95
			063468/1		01-19-000-73585 #9404 PAPER TOWEL,SHOWER CA	30.96
			63423/1		01-19-000-73580 #9404 LYSOL	31.98
			63446/1		01-19-000-73580 #891432 TIE DWNS,KNIFE SET,TPE	47.94
					01-26-023-73870	262.33
					Total :	598.73
187389	5/8/2020	014682 PITNEY BOWES	3103919596		ACCT#0010611388 4/30/20-7/29/20 01-17-205-72750	540.87
					Total :	540.87
187390	5/8/2020	006780 POMP'S TIRE SERVICE, INC	310162018	VTP-017830	11R 22.5 G622 TIRES 01-26-023-73560	1,664.04
			310162020	VTP-017831	11R 22.5 FIRESTONE TIRES (SWEE 01-26-023-73560	1,301.00
					Total :	2,965.04
187391	5/8/2020	015995 PORTER LEE CORPORATION	23748		ANNUAL SOFTWARE SUPPORT BE 01-17-225-72655	5,513.00
					Total :	5,513.00
187392	5/8/2020	006507 POSTMASTER, U. S. POST OFFICE	043020		PERMIT #6 MAY'20 WATER BILLS 60-00-000-72110	1,716.99
					64-00-000-72110	735.85
					60-00-000-72110	106.75
					64-00-000-72110	45.75
					Total :	2,605.34
187393	5/8/2020	006559 PRAXAIR DISTRIBUTION, INC	96208218		IND ACTYLENE,HIGH PRESSURE,C 01-26-023-73730	91.55
					01-26-024-73730	45.78
					60-00-000-73730	32.04

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187393	5/8/2020	006559 PRAXAIR DISTRIBUTION, INC	(Continued)		63-00-000-73730	32.04
					64-00-000-73730	27.47
					Total :	228.88
187394	5/8/2020	006850 QUILL CORPORATION	6599614		ENV	
					01-33-300-73110	48.44
			6610771		DATE RECD STAMP, MARKERS	
					01-33-300-73110	18.68
					Total :	67.12
187395	5/8/2020	018454 R.C.WEGMAN CONSTRUCTION CO	12		CONSTRUCTION OF FIRE STATION	
				VTP-017027	33-00-000-75907	251,366.00
					Total :	251,366.00
187396	5/8/2020	014412 RAINS, SCOTT	050520		REIM.EXP. YAMBO'S DOG FOOD	
					01-17-220-72240	58.99
					Total :	58.99
187397	5/8/2020	006361 RAY O' HERRON CO INC	2025471-IN		ARMOR	
					01-17-220-74618	853.72
			2025890-IN		ARMOR	
					01-17-220-74618	755.00
					Total :	1,608.72
187398	5/8/2020	015230 RIDGE LANDSCAPE SERVICES LLC	7083		APRIL'20 LAWN MAINT SERV	
					01-26-023-72881	22,976.34
					Total :	22,976.34
187399	5/8/2020	006974 RINGHOFER, WILLIAM	050520		HEALTH INSURANCE REIM APRIL'2	
					01-17-205-72435	60.00
			050520.		HEALTH INSURANCE REIM MAY'20	
					01-17-205-72435	593.13
					Total :	653.13
187400	5/8/2020	019092 RORY GROUP, LLC	3370		BUSINESS CONSULTING FEE - MAY	
					01-11-000-72790	3,000.00

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187400	5/8/2020	019092 019092 RORY GROUP, LLC	(Continued)		Total :	3,000.00
187401	5/8/2020	016334 RUSH TRUCK CENTERS	3018269373		SENSOR EXH GAS TEMP	
					01-26-023-72540	83.60
			3018283746		CREDIT CLAMP BAND 12" DPF	
					01-26-023-72540	-37.05
			3018337525		LABOR / PARTS ST UNIT 82	
					01-26-023-72540	724.22
					Total :	770.77
187402	5/8/2020	007629 SAM'S CLUB DIRECT	3248		COFFEE,NOTE,WITE OUT,PADS,PA	
					01-21-210-73110	104.78
					Total :	104.78
187403	5/8/2020	007092 SAUNORIS	614523		SAND	
					01-26-023-73860	47.48
					Total :	47.48
187404	5/8/2020	007339 SIUE	022720		GENE LODE/058-197108/CROSS CC	
					01-33-300-72720	25.00
					Total :	25.00
187405	5/8/2020	011583 SOUTH SUBURBAN PADS	050520		PAYOUT (ADD A DOLLAR PROG UT	
					84-00-000-20193	709.24
					Total :	709.24
187406	5/8/2020	002592 SPOK, INC.	6092566-6		ACCT#6092566-6 PAGER SERVICE	
					01-17-205-72125	68.88
					01-26-025-72125	8.27
					Total :	77.15
187407	5/8/2020	012238 STAPLES BUSINESS ADVANTAGE	3439531043		LOTTERY BOX	
					01-15-000-73110	48.29
			3439531045		CREDIT LOGITECH Z207 BLUETOO	
					01-17-205-73570	-32.99
			3439531046		TONER,SHARPIES,2 PKT PORT	
					01-17-205-73110	232.98
			3439531047		HP BLK LASER	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 18

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187407	5/8/2020	012238 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3439531048		01-17-205-73110 FOLDER W CLIPS	63.59
			3439531049		01-17-205-73110 GLOVES,HAND SOAP,3 TAB FF LTR	15.49
					01-17-220-72230	227.68
			3440036391		01-17-205-73110 FLDR,BINDER CLIPS,FF LTR,CALC	112.93
			3440036392		01-14-000-73110 STAMP	64.28
			3440036393		01-17-205-73110 K CUPS	34.99
			3440036394		01-17-205-73315 HUMIDIFIER	121.90
			3440036395		01-17-205-73110 WITE-OUT,BIC SHAKE & SQUEEZE	105.58
			3445755537		01-17-205-73110 TAPE	30.20
					01-16-000-73110	12.89
					01-15-000-73110	15.59
			3445755538		01-14-000-73110 LSR LBL	32.21
					01-14-000-73110	57.71
					Total :	1,143.32
187408	5/8/2020	019432 STERN BROTHERS & CO	111		TAX INCREMENT FINANCING 159 &	
					01-14-000-72790	17,500.00
					Total :	17,500.00
187409	5/8/2020	018878 SUPERION LLC	277342		CRYWOLF ALARM BILLING 6/1/20-5	
					01-17-215-72655	5,010.60
					Total :	5,010.60
187410	5/8/2020	007297 SUTTON FORD INC./FLEET SALES	503011		WIRE ASY,TUBE FUEL FEED	
					01-17-205-72540	319.87
					Total :	319.87

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187411	5/8/2020	000645 TED'S GREENHOUSE INC	519106		8081 DOWNTOWN PLANTERS SPR 01-26-023-72881	13,927.50
			519126		APRIL'20 WATERING HANGING BAS 01-26-023-72881	777.50
			519127		INSTALL BRACKETS, OUTER SHELL 01-26-023-72881	172.99
					Total :	14,877.99
187412	5/8/2020	018607 TELCOM INNOVATIONS GROUP, LLC	A55259		LABOR CHARGE FOR BILLABLE RE 01-26-025-72777	32.50
			A55275		LABOR CHARGE FOR BILLABLE RE 01-26-025-72777	650.00
					Total :	682.50
187413	5/8/2020	004400 THE GORMAN GROUP, LTD.	050120		APRIL'20 6731 W 174TH ST APPRAI 27-00-000-72790	750.00
					Total :	750.00
187414	5/8/2020	018724 THE LOCKER SHOP	72974		INSOLES-M STANTON 01-19-000-73610	25.00
			72984		SHORTS - C ANDREWS 01-19-000-73610	49.00
			ES 72971		SHORTS,PANTS-N SMITH 01-19-000-73610	107.00
			OE 72988		POLO-B MILLERICK 01-19-000-73610	62.00
			OE 74110		SHIRT-J SWARTZENTRUBER 01-19-000-73610	69.00
			OES 72976		UNDER ARMOUR, SHORTS-S CURT 01-19-000-73610	140.00
			OS 73419		T-SHIRT, UNDER ARMOUR, PANTS-A 01-19-000-73610	184.00
			S 74111		INSOLES-S KRIVANEC 01-19-000-73610	25.00
					Total :	661.00
187415	5/8/2020	014854 THOMSON REUTERS-WEST PYMNT CTF 842273022			WEST INFO 4/1/20-4/30/20	

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 20

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187415	5/8/2020	014854 THOMSON REUTERS-WEST PYMNT CTF (Continued)			01-17-225-72852	194.12
					Total :	194.12
187416	5/8/2020	007800 THYSSENKRUPP ELEVATOR CORP	3005220267		PSB/ELEV FULL MAINT 5/1/20-7/31/20 01-26-025-72790	1,214.44
					Total :	1,214.44
187417	5/8/2020	002064 TINLEY PARK HISTORICAL SOCIETY	050520		ANNUAL CONTRIBUTION/PAYOUT E 01-41-054-72921 84-00-000-20188	5,000.00 188.00
					Total :	5,188.00
187418	5/8/2020	007827 TINLEY WISH	050520		PAYOUT (ADD A DOLLAR PROG UT 84-00-000-20192	2,407.15
					Total :	2,407.15
187419	5/8/2020	012480 TOTAL ADMINISTRATIVE SERV.CORP	IN1751236		FSA-ADMIN FEE 6/1/20-6/30/20 01-14-000-72449	213.39
			IN1751329		FSA-ADMIN FEES 7/1/20-7/31/20 01-14-000-72449	213.39
					Total :	426.78
187420	5/8/2020	007930 TRANS UNION	04000332		BASIC SERV 3/26/20-4/25/20 01-17-225-72852	90.00
					Total :	90.00
187421	5/8/2020	019428 TWO BROTHERS ARTISAN SPIRITS	2729		HAND SANITIZER 01-26-025-73580	530.00
					Total :	530.00
187422	5/8/2020	004106 TYLER TECHNOLOGIES, INC	045-295929	VTP-016786 VTP-016786	EXECUTIME LICENSE INCREASE 30-00-000-74139 60-00-000-74139	300.00 100.00
					Total :	400.00
187423	5/8/2020	008057 USA BLUE BOOK	220078		HACH FLUORIDE RGT-SPADNS BO 60-00-000-73550	47.17

vchlist
05/08/2020 5:18:52AM

Voucher List
Village of Tinley Park

Page: 21

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187423	5/8/2020	008057 USA BLUE BOOK	(Continued)		63-00-000-73550	47.18
					Total :	94.35
187424	5/8/2020	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 4/1/20-5/1/20	
					60-00-000-73220	509,996.00
					63-00-000-73220	470,765.54
					Total :	980,761.54
187425	5/8/2020	006362 VILLAGE OF OAK LAWN	7029		NORTHERN TRUST UNUSED COMM	
					60-00-000-73221	233.60
					Total :	233.60
187426	5/8/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4646865-0			PAPER	
					01-26-023-73110	34.27
					01-26-024-73110	17.14
					01-17-205-73110	342.72
					60-00-000-73110	21.59
					63-00-000-73110	2.40
					64-00-000-73110	10.28
					Total :	428.40
106 Vouchers for bank code : apbank						Bank total : 1,786,841.91

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2667	5/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	200407W009	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	57.86
					Total :	57.86
2668	5/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	200211W025	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	4,321.70
					Total :	4,321.70
2669	5/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	200219W023	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,369.58
					Total :	2,369.58
3 Vouchers for bank code : ipmq						Bank total : 6,749.14
109 Vouchers in this report						Total vouchers : 1,793,591.05

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

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187427	5/15/2020	013035 ADVANCE AUTO PARTS	050720		WINDOW 2 PC VENTSHIELD 01-26-024-72540	64.39
					Total :	64.39
187428	5/15/2020	014472 AERO RUBBER COMPANY, INC.	042420	VTP-017843	STORAGE SPACE RENTAL 5/1/20-5/ 01-35-000-72790	9,660.00
					Total :	9,660.00
187429	5/15/2020	019438 ALBANO, DANICA	Ref001391460		UB Refund Cst #00492266 60-00-000-20599	114.07
					Total :	114.07
187430	5/15/2020	002628 AMERICAN WATER	4000190464		FLAT MONTHLY FEE 64-00-000-73225	455.67
					Total :	455.67
187431	5/15/2020	010953 BATTERIES PLUS - 277	P26632727		BATTERIES 14-00-000-74150	140.00
					Total :	140.00
187432	5/15/2020	018807 BAXTER & WOODMAN INC	0213073		190816.40 LAGRANGE ROAD UTILIT 62-00-000-72840	21,571.25
			0213132	VTP-017391	PROJ#180829.20 WATER MODEL PI 60-00-000-75813	491.75
				VTP-017391	63-00-000-75813	491.75
				VTP-017391	64-00-000-75813	421.50
					Total :	22,976.25
187433	5/15/2020	002974 BETTENHAUSEN CONSTRUCTION SERV 200072			HAULING SPOILS 01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
					Total :	750.00
187434	5/15/2020	018420 BOUND TREE MEDICAL LLC	83614180		GLOVES	

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187434	5/15/2020	018420 BOUND TREE MEDICAL LLC	(Continued)		01-19-000-73115	483.60
					Total :	483.60
187435	5/15/2020	019445 CAJKA, MARILYNN	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	62.00
					Total :	62.00
187436	5/15/2020	019446 CALABRIA, FRANCINE	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	62.00
					Total :	62.00
187437	5/15/2020	014148 CALL ONE	239972		VILLAGE LANDLINE PHONE SERV 01-19-000-72120	2,315.90
					60-00-000-72120	3,012.03
					63-00-000-72120	334.67
					64-00-000-72120	1,434.30
					01-17-205-72120	1,809.12
					01-14-000-72120	1,067.20
					01-11-000-72120	6.62
					01-12-000-72120	15.22
					01-17-205-72120	15.22
					01-19-000-72120	3.31
					01-26-023-72120	3.97
					01-26-024-72120	3.97
					01-33-310-72120	3.97
					01-33-320-72120	3.97
					60-00-000-72120	9.92
					01-12-000-72120	54.08
					01-14-000-72120	180.74
					01-15-000-72120	32.73
					01-17-205-72120	108.16
					01-19-000-72120	48.39
					01-26-023-72120	21.35
					01-26-024-72120	21.35
					01-33-300-72120	32.73
					01-33-310-72120	32.73

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187437	5/15/2020	014148 CALL ONE	(Continued)			
					01-33-320-72120	21.35
					01-35-000-72120	21.35
					01-53-000-72120	11.39
					60-00-000-72120	68.59
					63-00-000-72120	7.61
					64-00-000-72120	32.66
					01-19-020-72120	16.36
					Total :	10,750.96
187438	5/15/2020	011929 CAPITAL ONE BANK (USA), N.A.	041520		**** 6452 MONTHLY SUBSCRIPTION	
					01-35-000-72720	27.72
			041620		**** 6452 CLICK N SHIP	
					01-14-000-72110	7.75
			042020		**** 6452 APRIL'20 10 IMAGES A MC	
					01-35-000-72985	29.99
			042120		**** 6452 GO TO MEETING MONTHL	
					01-14-000-72720	25.59
			113-0402181-8580253		**** 6452 PROTECTIVE PLEXIGLAS	
					01-26-025-72530	1,443.79
			113-1671378-2437840		****6452 PROTECTIVE PLEXIGLASS	
					01-26-025-72530	756.20
			INV-1767075		****6452 25 BLOODBORNE & AIRBC	
				VTP-017795	01-26-025-72140	398.75
					Total :	2,689.79
187439	5/15/2020	003396 CASE LOTS INC	4818		TOWELS,CANLINERS,GLOVES	
					01-26-025-73580	585.90
			5069		GLOVES,SOAP	
					01-26-025-73580	385.30
					Total :	971.20
187440	5/15/2020	003328 CATCHING FLUIDPOWER INC	E99090-001		HOSE ASSY,HOSE FITTING	
					60-00-000-72540	63.99
					63-00-000-72540	21.33
					64-00-000-72540	36.57
			E99490-001		HOSE ASSY	

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187440	5/15/2020	003328 CATCHING FLUIDPOWER INC	(Continued)		01-26-023-72530	90.21
					Total :	212.10
187441	5/15/2020	017224 CCS CHICAGO CONTRACTORS SUPPLY 203619			SPEEDCRETE,WATERSTOP 01-26-023-73770	1,675.75
					Total :	1,675.75
187442	5/15/2020	003243 CDW GOVERNMENT INC	XSQ0347	VTP-017833	<IT> - MCAFEE ENDPOINT PROTEC 01-16-000-72655	1,837.50
					Total :	1,837.50
187443	5/15/2020	003229 CED/EFENGEE	5025-527056		SPEAKER SYSTEM 01-26-025-73570	90.46
					Total :	90.46
187444	5/15/2020	019441 CHALUPA, LILLIAN	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	124.00
					Total :	124.00
187445	5/15/2020	017298 COMCAST BUSINESS	930890410		ACCT#930890410 MAY'20 01-14-000-72125	943.96
					Total :	943.96
187446	5/15/2020	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 5/16-6/15 01-26-025-72517	39.75
			8771401810296319		ACCT#8771401810296319 5/8-6/7/20 01-14-000-72125	233.35
			8771401810784702		ACCT#8771401810784702 4/20-5/19 01-19-000-72517	81.30
					Total :	354.40
187447	5/15/2020	012522 CONNEY SAFETY PRODUCTS, LLC	05855058		RESPIRATORS 01-26-025-72525	376.39
					Total :	376.39
187448	5/15/2020	012410 CONSERV FS, INC.	66036660		STAPLES 01-26-023-73680	50.65

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187448	5/15/2020	012410 012410 CONSERV FS, INC.	(Continued)		Total :	50.65
187449	5/15/2020	018234 CORE & MAIN LP	M280622		TILE PROBE	
					60-00-000-73410	46.78
					63-00-000-73410	5.20
					64-00-000-73410	22.27
			M294947		HW SWR WYE GXG,GASKET CAP	
					01-26-023-73790	54.33
					Total :	128.58
187450	5/15/2020	003475 COUNTY OF WILL	TinleyPar2020		2020 WARRANT SERVICE	
					01-17-205-72720	4,061.88
					Total :	4,061.88
187451	5/15/2020	017019 CROWN CASTLE USA INC	31371793		ANTENNAS/ANALYSIS/INSPECTION	
				VTP-017538	60-00-000-75812	525.00
				VTP-017538	63-00-000-75812	525.00
				VTP-017538	64-00-000-75812	450.00
					Total :	1,500.00
187452	5/15/2020	012198 CRYDER ENTERPRISES, INC.	2534		HYDRANT PAINTING PROJECT SEF	
				VTP-017238	60-00-000-72790	4,980.00
					Total :	4,980.00
187453	5/15/2020	003240 CUTRANO, MIKE	051320		REFUND CANCELATION OF AMERI	
					01-14-000-79099	124.00
					Total :	124.00
187454	5/15/2020	019448 DALY, CHRISTINE	051320		REFUND CANCELLATION OF AN AM	
					01-14-000-79099	124.00
					Total :	124.00
187455	5/15/2020	003770 DUSTCATCHERS INC	73002		MATS/VH	
					01-26-025-72790	65.93
			73003		MATS/ PD	
					01-26-025-72790	85.41
			73004		MATS/PW GARAGE	
					01-26-025-72790	99.08

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187455	5/15/2020	003770 003770 DUSTCATCHERS INC	(Continued)		Total :	250.42
187456	5/15/2020	017073 DYNEGY ENERGY SERVICES LLC	146561320051		ACCT#GMCTIN1000 3/30/20-4/27/20	
					64-00-000-72510	1,077.14
					60-00-000-72510	4,007.98
					63-00-000-72510	4,007.98
					60-00-000-72510	1,837.83
					63-00-000-72510	1,837.84
					64-00-000-72510	5,811.12
					Total :	18,579.89
187457	5/15/2020	004152 ECOLAB PEST ELIMINATION INC.	9295541		PEST CONTROL 5/7/20	
			9295542		01-26-025-72790	474.44
					PEST CONTROL 5/7/20	
					01-26-025-72790	86.48
					Total :	560.92
187458	5/15/2020	019416 EROC PROPERTIES LLC	051220		FACADE GRANT	
					27-00-000-79141	35,000.00
					Total :	35,000.00
187459	5/15/2020	019447 FARRELL, SANDRA	051320		REFUND CANCELLATION OF AN AM	
					01-14-000-79099	62.00
					Total :	62.00
187460	5/15/2020	012484 FERGUSON FACILITIES #3400	0130036		SOAP	
					01-26-025-73580	371.00
					Total :	371.00
187461	5/15/2020	015058 FLEETPRIDE	51116588		FILTER,LUBE,FUEL & FF/WS CARTI	
					01-26-023-72540	530.58
					Total :	530.58
187462	5/15/2020	012941 FMP	52-455648		SCREEN ASY	
			52-455679		01-26-023-72540	41.88
					ATTACHING HSWR	
					01-26-024-72540	21.98

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187462	5/15/2020	012941 012941 FMP	(Continued)		Total :	63.86
187463	5/15/2020	011611 FOX VALLEY FIRE & SAFETY CO.	IN00351638	VTP-017472	MONTHLY RADIO MAINT 4/1-4/30/20 14-00-000-72750	8,437.00
					Total :	8,437.00
187464	5/15/2020	019449 FREDETTE, LIDA	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	62.00
					Total :	62.00
187465	5/15/2020	002877 G. W. BERKHEIMER CO., INC.	651993		V-BELT 01-26-025-72520	6.70
					Total :	6.70
187466	5/15/2020	019349 GARVEY'S OFFICE PRODUCTS	PINV1912135		MARKERS,TAPE 01-19-000-73110	33.84
			PINV1912139		LETTER POUCH 01-19-000-73110	38.11
					Total :	71.95
187467	5/15/2020	019437 GFL ENVIRONMENTAL SERVICES USA	LQ00304876		TRUCK CHARGE 01-26-024-73535 01-17-205-73535 01-33-300-72540 01-26-023-73535 60-00-000-73535 63-00-000-73535 64-00-000-73535	15.00 22.50 7.50 15.00 7.88 2.62 4.50
					Total :	75.00
187468	5/15/2020	004538 GOLDY LOCKS INC	682523		DUPL KEY,BLANK,RING,TAG 01-26-023-73840	28.40
					Total :	28.40
187469	5/15/2020	015397 GOVTEMPSUSA LLC	3516906		4/12,4/19,4/22,4/26 PAULA WALLRIC 01-33-310-72750	11,189.25
					Total :	11,189.25

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187470	5/15/2020	004438 GRAINGER	9516741031		DEODORIZER	
					01-26-025-73580	61.08
			9516933323		COIN BATTERY	
					01-26-025-72520	20.40
			9520052995		GLOVES,SAFETY GLASSES	
					01-26-024-73845	48.84
					01-26-023-73845	97.68
					60-00-000-73845	61.54
					63-00-000-73845	6.84
					64-00-000-73845	29.30
			9522717066		SUNSCREEN	
					01-26-023-73845	213.80
			9523800994		GLOVES	
					01-26-024-73845	37.44
					01-26-023-73845	74.88
					60-00-000-73845	47.17
					63-00-000-73845	5.24
					64-00-000-73845	22.47
			9524140945		HOODED COVERALLS SKID RES B	
					01-26-025-72525	327.78
			9524140952		TOILET BOWL CLEANER	
					01-26-025-73580	258.75
			9525382256		SPRAY PAINT,MARKING PAINT	
					60-00-000-73620	71.90
					63-00-000-73620	71.90
					64-00-000-73620	61.64
			9525514981		BIOHAZ BAGS	
					01-26-025-73580	32.25
					Total :	1,550.90
187471	5/15/2020	019382 H & J HOLDINGS LLC	051120		OPA PLAYBOOK FACADE GRANT	
					27-00-000-79141	23,570.00
					Total :	23,570.00
187472	5/15/2020	014491 HANSEN DOOR INC.	8884		SERVICE / V-BELT	
					01-26-025-72520	335.00

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
187472	5/15/2020	014491 014491 HANSEN DOOR INC.	(Continued)		Total :	335.00
187473	5/15/2020	015315 HECHT, MARCIA	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	62.00
					Total :	62.00
187474	5/15/2020	019442 HUBBARD, ROSEANN	051320		REFUND CANCELLATION OF AN AM 01-14-000-79099	62.00
					Total :	62.00
187475	5/15/2020	018836 ILLINOIS COUNTIES RISK	RCB000000023300		2019-2020 ICRMT - PROPERTY ANC 01-14-000-72421	51,410.45
					60-00-000-72421	8,255.05
					63-00-000-72421	8,255.05
					64-00-000-72421	3,209.48
					70-00-000-72421	2,313.47
			RCB000000023901		2019-2020 ICRMT - WORKERS' COM 01-14-000-72421	11,744.34
					60-00-000-72421	4,642.47
					63-00-000-72421	884.28
					64-00-000-72421	2,368.61
					70-00-000-72421	98.68
					Total :	93,181.88
187476	5/15/2020	015497 ILLINOIS SECRETARY OF STATE	051220		COVERT PLATES (6) VEHICLES 01-17-205-72860	906.00
					Total :	906.00
187477	5/15/2020	005127 INGALLS OCCUPATIONAL MEDICINE	288564		EXAMS APRIL'20 01-19-000-72150	1,108.00
			288566		DRUG SCREEN 4/8/20 60-00-000-72150	59.00
			288569		DRUG SCREEN,HEP B 4/10 & 4/23/2 01-21-000-72150	59.00
					01-14-000-72985	65.00
					Total :	1,291.00
187478	5/15/2020	005186 INTERSTATE BATTERY SYSTEM	58007593		BATTERIES	

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187478	5/15/2020	005186 INTERSTATE BATTERY SYSTEM	(Continued)		01-26-023-72540	359.85
					Total :	359.85
187479	5/15/2020	004875 IRMA	SALES0018291		APRIL'20 DEDUCTIBLE	
					01-14-000-72541	6,582.55
					60-00-000-72541	3,709.12
					64-00-000-72541	1,589.63
					70-00-000-72541	280.00
					Total :	12,161.30
187480	5/15/2020	005212 J S R ENTERPRISES INC	24229		PLUMBING HOLDING CELLS	
					01-26-025-72530	2,069.05
					Total :	2,069.05
187481	5/15/2020	007233 JOLIET SUSPENSION, INC.	123520		REPL RIGHT OUTER LOWER TIE ROD	
					60-00-000-72540	94.50
					63-00-000-72540	31.50
					60-00-000-72540	74.48
					63-00-000-72540	24.83
					64-00-000-72540	42.56
					60-00-000-72540	3.37
					63-00-000-72540	1.12
					64-00-000-72540	55.93
					Total :	328.29
187482	5/15/2020	014190 LEHIGH HANSON	5811661		BED/BACKFILL	
					01-26-023-73860	74.51
					70-00-000-73860	24.84
					60-00-000-73860	93.83
					63-00-000-73860	10.43
					64-00-000-73860	44.76
					Total :	248.37
187483	5/15/2020	019023 M & F SERVICES ONE INC	2175		4/30/20 TESTING & CERT 4" DERIN	
					01-26-025-72790	180.00
					Total :	180.00

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187484	5/15/2020	012631 MASTER AUTO SUPPLY, LTD.	15030-87392		OIL	
					01-26-023-72540	14.06
					01-26-024-72540	7.04
					60-00-000-72540	7.38
					63-00-000-72540	2.46
					64-00-000-72540	4.22
					Total :	35.16
187485	5/15/2020	006074 MENARDS	84731		LUMBER	
			84787		01-26-025-72520	95.70
			84980		BOUNTY ESSNTL	
					01-26-025-73580	17.98
					COUPLER,SEWER PIPE	
					01-26-023-73840	25.04
			85049		DRANO MAX	
					01-26-025-73630	20.96
			85095		SANDING SPNGE,STPLES,TAPE,SA	
					01-26-025-72520	49.20
			85128		DROP CLOTH,BENT POLE,MIXER,P	
					01-26-023-73840	18.92
			85142		BACKWIRE OUTLET	
					01-26-025-73570	5.96
			85226		GUTTER SCR,ALABASTER SHE,BR	
					01-26-025-72520	11.40
					Total :	245.16
187486	5/15/2020	012517 MERIDIAN IT INC	474977		PHASE T & M NETWORKING LABOF	
					01-16-000-72650	1,170.00
			475041		PHASE T & M NETWORKING LABOF	
					01-16-000-72650	1,480.00
					Total :	2,650.00
187487	5/15/2020	016827 MUNICIPAL ELECTRONICS DIV, LLC	067296		STALKER DUAL DSR AMP	
					01-17-220-72530	630.00
					Total :	630.00
187488	5/15/2020	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-04-20-A		CIMP APRIL'20	

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05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187488	5/15/2020	010810 MUNICIPAL SERV. CONSULTING INC	(Continued)		30-00-000-75812	4,430.80
					Total :	4,430.80
187489	5/15/2020	015723 NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 1915	
			12213610004		01-26-025-72511	263.78
					12-21-36-1000 4 7825 W 167TH ST 4	
					01-26-025-72511	381.04
					Total :	644.82
187490	5/15/2020	017646 NORTHEASTERN ILLINOIS REGIONAL	100		MEMBERSHIPASSESSMENT/INTER	
				VTP-017848	01-17-205-72750	81,817.00
					Total :	81,817.00
187491	5/15/2020	012876 OFFICE OF STATE FIRE MARSHAL	5125109927		5/8/20 CONVEYANCE REGIST/SCHI	
			9620502		01-26-025-72520	30.00
					10/3/19 CERTIFICATE FEES	
					01-26-025-72520	280.00
					Total :	310.00
187492	5/15/2020	006494 P.F. PETTIBONE & CO.	178641		SHOULDER PATCH	
					01-17-205-73610	183.50
					Total :	183.50
187493	5/15/2020	006475 PARK ACE HARDWARE	036223/2		#891432 STOP NUT	
			063485/1		01-26-023-73840	15.19
			063504/1		#891432 MAGNET, CORD	
			063507/1		01-26-023-73840	12.14
					#891432 BATTERIES	
					01-26-023-73680	19.98
					#891432 TOUCH N FLOW PISTOL	
					01-26-023-73410	25.58
					Total :	72.89
187494	5/15/2020	015491 PIZZO & ASSOCIATES, LTD.	22985		VTP-017818 8322 FAIRFIELD GLEN	
					30-00-000-73681	965.25
					Total :	965.25

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187495	5/15/2020	006780 POMP'S TIRE SERVICE, INC	310162470		(6) 225/70 R19.5 DRIVE TIRES	
				VTP-017857	60-00-000-73560	883.27
				VTP-017857	63-00-000-73560	98.14
				VTP-017857	64-00-000-73560	420.61
			410767666		(2) 225 70R19.5 FRONT TIRES UNIT	
				VTP-017844	60-00-000-73560	302.40
				VTP-017844	63-00-000-73560	35.28
				VTP-017844	64-00-000-73560	166.32
Total :						1,906.02
187496	5/15/2020	006361 RAY O' HERRON CO INC	2026856-IN		RIOT HELMET 5/8/20	
					01-17-205-73610	142.04
Total :						142.04
187497	5/15/2020	006870 RELIABLE FIRE EQUIPMENT	22542		TAMPER SEAL/RECERTIFY/VH	
			22543		01-26-025-72535	84.95
			22544		RECERTIFY / 80TH AVE & 183RD ST	
					01-26-025-72535	69.95
			22545		RECERTIFY / 7810 183RD ST /TRAIL	
					01-26-025-72535	69.95
			22546		HYDROTEST,VALVE ASSY,LABEL P.	
					01-26-025-72535	467.85
			22548		HYDROTST,GAUGE,VLVE SSY,LABI	
					01-26-025-72535	451.50
			22549		RECERTIFY / FIRE ST #1 /17355 S 6	
					01-26-025-72535	69.95
			22550		HYDROTEST,VALVE ASSY,LABEL P.	
					01-26-025-72535	195.65
			22551		RECERTIFY / POLICE PISTOL RANC	
					01-26-025-72535	69.95
			22552		RECERTIFY/ 6700 SOUTH ST TRAIN	
					01-26-025-72535	69.95
			22553		RECERTIFY/ PUMPING STATION 66	
					01-26-025-72535	69.95
			22555		RECERTIFY / 183 RIDGELAND PUM	
					01-26-025-72535	69.95
					RECERTIFY / 7801 W 191ST ST FIR	

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187497	5/15/2020	006870 RELIABLE FIRE EQUIPMENT	(Continued)			
			22556		01-26-025-72535 PLASTIC TAG,SEAL / RECERTIFY /8	69.95
			22557		01-26-025-72535 RECERTIFY / PUMPING ST NORTH	71.95
			22558		01-26-025-72535 RECERTIFY / FIRE ST #3 9191 W 1	69.95
					01-26-025-72535	69.95
					Total :	1,971.40
187498	5/15/2020	006987 ROBERTS, CARYL	051320		REFUND CANCELATION OF AMERIK	
					01-14-000-79099	124.00
					Total :	124.00
187499	5/15/2020	019443 ROCHOWICZ, ELIZABETH	051320		REFUND CANCELLATION OF AN AM	
					01-14-000-79099	62.00
					Total :	62.00
187500	5/15/2020	016334 RUSH TRUCK CENTERS	3019251412		HANDLE DOOR INSIDE LH	
					01-26-023-72540	74.99
					Total :	74.99
187501	5/15/2020	019444 SABATINI, LINDA	051320		REFUND CANCELLATION OF AN AM	
					01-14-000-79099	62.00
					Total :	62.00
187502	5/15/2020	007629 SAM'S CLUB DIRECT	6865.		TAX	
					01-21-000-72220	2.02
					Total :	2.02
187503	5/15/2020	007453 SERVICE SANITATION, INC.	7927010		BASIC RESTROOM FIREMEN CENT	
					01-19-000-72750	149.87
					Total :	149.87
187504	5/15/2020	007224 STANDARD EQUIPMENT COMPANY	P21649		CURTAIN PRES SL	
					01-26-023-72530	519.14
					Total :	519.14

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187505	5/15/2020	012238 STAPLES BUSINESS ADVANTAGE	3446426682		ENV,TAPE,BINDERCLIPS 01-14-000-73110	78.09
					Total :	78.09
187506	5/15/2020	007658 STATE TREASURER	59143		HARLEM 161,159 71ST CT,HARLEM 01-26-024-72775	1,252.63
					Total :	1,252.63
187507	5/15/2020	015833 STEEVE, MARY	051320		REFUND CANCELATION OF AMERI 01-14-000-79099	62.00
					Total :	62.00
187508	5/15/2020	015452 STEINER ELECTRIC COMPANY	S006591242.001.		CREDIT TAKEN BY MISTAKE REPAI 01-26-025-73570	87.64
			S006599012.002		WEATHERPROOF INSULATING 01-26-024-73570	140.70
			S006599012.003		CREDIT WEATHERPROOF INSULAT 01-26-024-73570	-140.70
			S006632809.001		SPLICES 01-26-024-73570	50.90
					Total :	138.54
187509	5/15/2020	014793 STS TOWING	7798		TOWING 01-26-023-72540	100.00
					Total :	100.00
187510	5/15/2020	019439 SUMMERS, ANNA	Ref001391461		UB Refund Cst #00499650 60-00-000-20599	11.02
					Total :	11.02
187511	5/15/2020	007297 SUTTON FORD INC./FLEET SALES	503337		SOCKET ASY 01-17-205-72540	310.02
			503368		KIT 01-17-205-72540	37.14
			503421		PATS KEY BLANK 60-00-000-72540	17.61
					63-00-000-72540	5.87

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187511	5/15/2020	007297 SUTTON FORD INC./FLEET SALES	(Continued)			
			635896		64-00-000-72540	10.06
					LABOR STREET#94	
					01-26-023-72540	1,399.90
					Total :	1,780.60
187512	5/15/2020	000645 TED'S GREENHOUSE INC	519105		8081 DOWNTOWN PLANTERS SPR	
					01-26-023-72881	12,021.00
					Total :	12,021.00
187513	5/15/2020	007691 TINLEY PARK CHAMBER/COMMERCE	051120		OPA PLAYBOOK SIGN GRANT	
					27-00-000-79118	380.00
					Total :	380.00
187514	5/15/2020	013200 TRIBUNE PUBLISHING COMPANY	019648823000		ACCT#CU00565829 4/1/20-4/30/20	
			CU00027575		01-33-310-72330	111.00
					CLASSIFIED LISTINGS ONLINE	
					01-33-310-72330	150.00
					01-26-024-72330	333.01
					64-00-000-72330	418.09
					01-33-310-72330	241.50
					Total :	1,253.60
187515	5/15/2020	002613 UNITED HEALTHCARE AARP	050620		MAY 20 PYMT FOR JUNE 20 COVEF	
					01-33-300-72435	135.85
					01-13-000-72435	222.89
					60-00-000-72435	67.93
					01-26-023-72435	67.92
					60-00-000-72435	122.13
					01-17-205-72435	132.99
					60-00-000-72435	310.95
					01-26-024-72435	211.34
					01-26-023-72435	110.18
					60-00-000-72435	204.58
					01-17-205-72435	82.30
					60-00-000-72435	41.16
					01-26-025-72435	41.14

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187515	5/15/2020	002613 UNITED HEALTHCARE AARP	(Continued)		01-17-205-72435	160.56
					Total :	1,911.92
187516	5/15/2020	006362 VILLAGE OF OAK LAWN	7037		2011A & 2006 GO BONDS BASED O	
					60-00-000-73223	11,570.54
					60-00-000-73222	25,017.43
			7044		IEPA REICH LOAN PAYMENT REIM I	
					60-00-000-73221	132,410.44
					64-00-000-73221	74,480.87
			7052		IEPA TRANS MAIN 4A REIM L17-508	
					60-00-000-73221	114,842.75
					64-00-000-73221	64,599.04
					Total :	422,921.07
187517	5/15/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4660106-0			CLIPBOARD	
					01-26-023-73110	35.60
					Total :	35.60
187518	5/15/2020	011055 WARREN OIL CO.	W1305936-W1305938		N.L. GAS USED 3/21/20-4/23/20	
					01-17-205-73530	8,173.25
					01-19-000-73530	435.13
					01-19-020-73530	62.32
					01-21-000-73530	124.34
					60-00-000-73530	837.20
					63-00-000-73530	209.29
					64-00-000-73530	448.48
					01-26-023-73530	1,113.60
					01-26-024-73530	455.70
					01-33-300-73530	124.75
					01-33-320-73530	13.27
					01-12-000-73530	97.39
					14-00-000-73530	32.70
					01-42-000-73530	98.11
			W1305937		DIESEL USED 3/21-4/23/20	
					01-19-000-73545	557.56
					60-00-000-73545	57.46

vchlist
05/15/2020 5:12:27AM

Voucher List
Village of Tinley Park

Page: 18

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187518	5/15/2020	011055 WARREN OIL CO.	(Continued)		63-00-000-73545	14.37
					64-00-000-73545	30.79
					01-26-023-73545	754.06
					01-26-024-73545	70.46
					01-14-000-73531	912.70
					Total :	14,622.93
187519	5/15/2020	013263 WEST SIDE TRACTOR SALES	J79610		BEARING	
					01-26-023-72540	234.25
			S83017		AIR & OIL FILTERS, FILTER ELEMEN	
					01-26-023-72530	356.45
					Total :	590.70
187520	5/15/2020	012034 WITMER PUBLIC SAFETY GROUP,INC	E1955775 001		GLOVE POUCH	
					01-19-000-73115	204.63
					Total :	204.63
187521	5/15/2020	019450 WOJCIK, JOANNE	051320		REFUND CANCELLATION OF AN AM	
					01-14-000-79099	124.00
					Total :	124.00
187522	5/15/2020	016910 X-CENTRIC IT SOLUTIONS, LLC	3758		<IT> - EXPANDED CITRIX LICENSIN	
				VTP-017832	01-16-000-72655	6,259.60
					Total :	6,259.60
96 Vouchers for bank code : apbank						Bank total : 838,104.20

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2670	5/12/2020	018837	INSURANCE PROGRAM MANAGERS GR	200318W009	PAYEE-INGALLS HEALTH SYSTEM 01-14-000-72542	407.23
Total :						407.23
2671	5/12/2020	018837	INSURANCE PROGRAM MANAGERS GR	200407W009	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	603.52
Total :						603.52
2672	5/12/2020	018837	INSURANCE PROGRAM MANAGERS GR	200318W009-2	PAYEE-ONE CALL MEDICAL INC 01-14-000-72542	570.00
Total :						570.00
2673	5/12/2020	018837	INSURANCE PROGRAM MANAGERS GR	200318W009-2	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	2,771.70
Total :						2,771.70
4 Vouchers for bank code : ipmq						Bank total : 4,352.45
100 Vouchers in this report						Total vouchers : 842,456.65

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



PLAN COMMISSION STAFF REPORT

April 16, 2020 – Public Hearing

Zoning Code Text Amendment Corrections – Short Term Rental and Residential Masonry

Petitioner

Village Tinley Park

Municipal Code

Zoning Code

Approvals Sought

Text Amendment

Project Planner

Daniel Ritter, AICP
Senior Planner



EXECUTIVE SUMMARY

Recently, the Village approved two text amendments to the Zoning Code relating to exterior masonry requirements (December 17, 2019; 2019-O-074) and for short-term rental uses (July 2, 2019; 2019-O-035). During the course of drafting and implementing the text changes, staff encountered a few text corrections to ensure the intent behind these codes is clear. This report clarifies the text corrections for each.

Masonry. The masonry requirements for residential properties were generally left as they previously existed in the Comprehensive Building Code and just moved into the Zoning Code. The definition of “masonry” was changed to include precast concrete panels. The definition change was intended for commercial properties to have some additional flexibility. However, based on the code’s wording, it could be interpreted that residential homes are permitted to be constructed with precast concrete panels on the first-floor. Staff is proposing a minor wording change to clarify that homes must utilize face brick or decorative stone on the first story on a new home as was originally intended.

Short –term rental. The short-term rental (STR) use text amendment has two clarifications that are needed. First, in the Medium-Density (R-6) and High-Density (R-7) residential zoning districts the regulations do not address STR use in single-family detached, single-family attached and two-family dwellings despite the fact they are allowable uses in those districts. The requirements in other residential zoning districts state that STR units in single-family detached, single-family attached and two-family dwellings “are only permitted when separated 500 feet from all property lot lines” from another STR. That distance requirement needs to be addressed in the Medium-Density (R-6) and High-Density (R-7) residential zoning districts as well. Second, the STR use was not addressed in the Legacy Code and clarification is needed for those zoning districts.

RESIDENTIAL MASONRY REQUIREMENTS

The masonry requirements for residential properties were left as they were previously stated in the building code. However, the definition of masonry was changed to include pre-cast concrete panels to allow for some flexibility as an alternative masonry material on commercial and industrial structures. However, due to the wording of the residential masonry section, it can be interpreted that precast concrete panels can be used to comply with first-floor masonry requirements, which was not the intent. To rectify this issue, staff is proposing to make the following change to Section V.C.4.B as listed below to clarify that only face brick and decorative stone are permitted materials on the first-floor of new residential homes.

In all single-family detached, single-family attached, townhomes, and in all single-family semi-detached dwellings, exterior walls shall be constructed of face brick or decorative stone, ~~or other approved masonry products as defined herein~~. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.

SHORT-TERM RENTAL DISCUSSION

Short-Term Rental Background

Following a complaint about a short-term rental property in 2018, staff was directed to look into regulations for short-term rental uses. The proposed text changes were reviewed by Plan Commission in January 2019 and adopted by the Village Board in July 2019 with some minor changes that added requirements to limit the density of short-term rental in a particular area. Short-term rentals are required to obtain a license through the Village Clerk's office and must also comply with applicable zoning district regulations. Staff has identified two issues with the proposed Zoning Code text amendments which were not anticipated during the initial review.

The final adopted use chart and regulations are as follows:

SHORT-TERM RENTAL: *A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than 30 days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.*

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	P ^p	P ^p	P ^p	P ^p	P ^p	P ^q	P ^q	X	X	X	X	X	X	X	X

^p Short-term rentals are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^q Short-term rentals in a multi-family cannot exceed twenty-five percent (25%) of the total number of units.

Medium (R-6) and High-Density (R-7) Residential District Homes

The only criteria noted in current STR regulations for Medium-Density Residential (R-6) and High-Density Residential (R-7) zoning districts is "Short-term rentals in a multi-family cannot exceed twenty-five percent (25%) of the total number of units." While this regulation provides guidance for multi-family units in the R-6 & R-7 zoning districts it also permits lower density single-family attached, single-family detached, and townhomes. The requirements for a 500-foot separation between STR properties that applies to other lower-density residential zoning districts, was not applied to those medium-density and high-density residential zoning districts. Staff is recommending the same restrictions for single-family attached, single-family detached, and townhomes in other single family districts also pertain to the R-6 and R-7 districts.

To clarify this portion of the code, staff is proposing the text additions as indicated in red below:

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	P ^p	P ^p	P ^p	P ^p	P ^p	P ^{p/q}	P ^{p/q}	X	X	X	X	X	X	X	X

^p Short-term rentals *located in a single-family detached, single-family attached, single-family semi-detached, and two-family dwellings* are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^q Short-term rentals in a multi-family *dwellings* cannot exceed twenty-five percent (25%) of the total number of units.

Legacy Code Allowance

During the original adoption of the STR regulations, the discussion was focused on traditional residential zoning districts, and did not address STRs in the Legacy Code districts. The Legacy Code encompasses the downtown and Oak Park Avenue corridor between 167th Street and 183rd Street. Within the Legacy Code, all types of housing/dwellings are permitted depending on their specific zoning district (Downtown Core, Downtown Flex, Neighborhood General, etc.) and redevelopment status (Heritage Site or Redevelopment Site). Staff is looking to clarify the regulations for STRs in the Legacy District. Due to the lack of discussion on this topic during the original STR adoption, staff is looking for direction on the matter from the Commission. Options include prohibiting short-term rentals in the Legacy Code districts or allowing the use with conditions similar to the traditional zoning districts that relate to distance separation or a percentage of the total number of units in a multi-family structure.

The advantages of allowing STR in the Legacy District relates to adjacency to the Metra station, which could be an incentive for visitors to stay in the downtown area and patronize local businesses. While the current licensing requirements of STRs limit rentals to one license per year, that requirement could change in the future and is independent from zoning district decisions. Any allowance of STRs in the Legacy District needs to clearly outline how to regulate the use with a diverse mix of residential uses in the Legacy District (mixed-use, single family, multi-family, etc.)

By prohibiting STRs, it will eliminate the possibility that STR may negatively impact current or future uses due to the transient nature of the occupants. A "Boarding/Rooming House" is a similar use that is currently prohibited in the Legacy Code Districts.

If Plan Commission wishes to recommend prohibiting STRs in the Legacy Code Districts. "Short-term Rentals" would be added under the list of prohibited uses in Section XII.3.A. (Page 55) of the Legacy Code. If the STRs were to be permitted, staff recommends identifying any conditions that may help mitigate any perceived impact of the use on adjacent properties.

PLAN COMMISSION WORKSHOP DISCUSSION

The Plan Commission workshop discussion focused on the allowance of STR uses in the Legacy Code districts. The Plan Commission felt that if STRs were acceptable, the best location is in the Downtown Core (DC). The Downtown Core could be more of a tourist destination in the future and has easy access to the Metra and downtown Chicago, which might be attractive to visitors. At this time, with the licensing restrictions and lack of demand, the Commission noted that it might be best to prohibit it and reevaluate the restrictions in the future.

RECOMMENDED MOTIONS

Motion 1 – Residential Masonry

“...make a motion to recommend that the Village Board approve Text Amendments to Section V.C.4.B. (Masonry Requirements) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated April 16, 2020. The proposed Text Amendment will clarify the materials permitted to be utilized on the first story of new residential structures.”

Motion 2 – Short-Term Rental

“...make a motion to recommend that the Village Board approve Text Amendments to Section V.B. Schedule I (Schedule of Permitted Uses) and Section XII.3.A. (Legacy Code Uses) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated April 16, 2020. The proposed Text Amendment will amend Section V.B. Schedule I to add footnotes to the R-6 and R-7 zoning districts, clarify those footnotes, and to prohibit short-term rentals in the Legacy Code districts.”

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-024

**AN ORDINANCE APPROVING TEXT AMENDMENT CLARIFICATIONS TO THE
VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO SHORT-
TERM RENTALS AND RESIDENTIAL MASONRY REQUIREMENTS**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-024**AN ORDINANCE APPROVING TEXT AMENDMENT CLARIFICATIONS TO THE
VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO SHORT-
TERM RENTALS AND RESIDENTIAL MASONRY REQUIREMENTS**

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

WHEREAS, the Village of Tinley Park (“Village”) recently passed Ordinance 2019-O-035 amending its Zoning Ordinance to include certain regulations pertaining to the allowable use of residential dwellings as short-term rentals (“STR Requirements”); and

WHEREAS, certain text amendments (“Amendments”) are required for clarification on the intent of the STR Requirements; and

WHEREAS, the Village of Tinley Park (“Village”) recently passed Ordinance 2019-O-74 amending its Zoning Ordinance to include certain regulations pertaining to exterior masonry requirements (“Masonry Requirements”); and

WHEREAS, certain text amendments (“Amendments”) are required for clarification as to the intent of the Masonry Requirements; and

WHEREAS, the Village recognizes that the aesthetics of real property has a direct bearing on the economic value of certain real property as well as adjacent and surrounding real property; and

WHEREAS, the appearance of a single parcel of real property can impact not only surrounding real property, but the cumulative impact can serve to enhance or diminish the aesthetics and economics of real property within the Village thereby impacting the general health, welfare, and safety of the Village and its residents; and

WHEREAS, an aesthetically pleasing environment is a clean, healthy and safe environment; and

WHEREAS, the proposed Amendments have been referred to the Plan Commission of the Village and have been processed in accordance with the Village of Tinley Park Ordinance; and

WHEREAS, the Plan Commission held a Public Hearing on the proposed Amendments on April 16, 2020 by teleconference, per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 7-0 in favor to recommend said Amendments to the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Amendments be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That Section V.B. of the Tinley Park Zoning Ordinance entitled “SCHEDULES OF REGULATIONS” is hereby amended by adding the following underlined language as follows:

SCHEDULE I- SCHEDULE OF PERMITTED USE (BY USE TYPE)

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	Pp	Pp	Pp	Pp	Pp	<u>Pp/q</u>	<u>Pp/q</u>	X	X	X	X	X	X	X	X

SECTION 3: That Section V.B of the Tinley Park Zoning Ordinance entitled “SCHEDULES OF REGULATIONS” is hereby amended by adding the following underlined language footnotes in alphabetical order as follows:

^P short-term rentals located in a single-family detached, single-family attached, single-family semi-detached, and two-family dwellings are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^Q short-term rentals in multi-family dwellings cannot exceed twenty-five percent (25%) of the total number of units.

SECTION 4: That Section XII.3.A. Table 3.A.2 (Legacy Code List of Special Uses and Prohibited Uses) of the Tinley Park Zoning Ordinance in the column entitled “Prohibited Uses” is hereby amended by adding “Short-Term Rentals” to the list, shown in alphabetical order.

SECTION 5: That Section V.C.4. of the Tinley Park Zoning Ordinance entitled “ELEVATIONS AND FACADES FOR RESIDENTIAL DISTRICTS” is hereby amended by adding the following underlined language and deleting the strike-through language, as follows:

B. In all single-family detached, single-family attached, townhomes, and in all single-family semi- detached dwellings, exterior walls shall be constructed of face brick or decorative stone, ~~or other approved masonry products as defined herein~~. Said construction shall commence from the finished grade and shall extend to the uppermost portion of the first story of such dwellings.

SECTION 6: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 7: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 8: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-024, “AN ORDINANCE APPROVING TEXT AMENDMENT CLARIFICATIONS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE PERTAINING TO SHORT-TERM RENTALS AND RESIDENTIAL MASONRY REQUIREMENTS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

*Minutes of the Village of Tinley Park Plan Commission
April 16, 2020*

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE APRIL 16, 2020 REGULAR MEETING

ITEM #4 **PUBLIC HEARING: TEXT AMENDMENT – MASONRY & SHORT-TERM RENTAL CLARIFICATION**
Consider recommending that the Village Board grant a proposed text amendment to the Tinley Park Zoning Ordinance clarifying Section XII.3.A. (Legacy Code Uses) and Section V.B. (Schedule of Regulations) for short-term rental uses and Section V.C.4.B. (Masonry Requirements) for residential masonry requirements. The purpose of this amendment is to clarify portions of two recent code updates for Masonry requirements on residential properties and for short-term rental allowances.

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER STANTON to open the public hearing of Masonry & Short-Term Rental Clarification.

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved.

CHAIRMAN GRAY noted anyone wishing to speak on this matter will be sworn in before they speak after staff's presentation.

The Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

Paula Wallrich, Planning Manager gave a presentation as noted in the Staff Report. Recently the Village approved two text amendments to the Zoning Code relating to exterior masonry requirements (December 17, 2019; 2019-O-074) and for short-term rental uses (July 2, 2019; 2019-O-035). During the course of drafting and implementing the text changes, staff encountered a few text corrections to ensure the intent behind these codes is clear. This report clarifies the text corrections for each.

Masonry. The masonry requirements for residential properties were generally left as they previously existed in the Comprehensive Building Code and just moved into the Zoning Code. The definition of "masonry" was changed to include precast concrete panels. The definition change was intended for commercial properties to have some additional flexibility. However, based on the code's wording, it could be interpreted that residential homes are permitted to be constructed with precast concrete panels on the first floor. Staff is proposing a minor wording change to clarify that homes must utilize face brick or decorative stone on the first story on a new home as was originally intended.

Short-term rental. The short-term rental (STR) use text amendment has two clarifications that are needed. First, in the Medium-Density (R-6) and High-Density (R-7) residential zoning districts the regulations do not address STR use in single-family detached, single-family attached and two-family dwellings despite the fact they are allowable uses in those districts. The requirements in other residential zoning districts state that STR units in single-family detached, single-family attached and two-family dwellings "are only permitted when separated 500 feet from all property lot lines" from another STR. That distance requirement needs to be addressed in the Medium-Density (R-6) and High-Density (R-7) residential zoning districts as well. Second, the STR use was not addressed in the Legacy Code and clarification is needed for those zoning districts.

*Minutes of the Village of Tinley Park Plan Commission
April 16, 2020*

Short-Term Rental Background

Following a complaint about a short-term rental property in 2018, staff was directed to look into regulations for short-term rental uses. The proposed text changes were reviewed by Plan Commission in January 2019 and adopted by the Village Board in July 2019 with some minor changes that added requirements to limit the density of short-term rental in a particular area. Short-term rentals are required to obtain a license through the Village Clerk's office and must also comply with applicable zoning district regulations. Staff has identified two issues with the proposed Zoning Code text amendments which were not anticipated during the initial review.

The final adopted use chart and regulations are as follows:

SHORT-TERM RENTAL: *A dwelling unit that is used as a primary residence by owners or renters, or portion of such a unit, that is rented for less than 30 days at a time, with the exception of dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions and facilities licensed by the state as health care facilities.*

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	P ^p	P ^p	P ^p	P ^p	P ^p	P ^q	P ^q	X	X	X	X	X	X	X	X

^p Short-term rentals are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^q Short-term rentals in a multi-family cannot exceed twenty-five percent (25%) of the total number of units.

Medium (R-6) and High-Density (R-7) Residential District Homes

The only criteria noted in current STR regulations for Medium-Density Residential (R-6) and High-Density Residential (R-7) zoning districts is "Short-term rentals in a multi-family cannot exceed twenty-five percent (25%) of the total number of units." While this regulation provides guidance for multi-family units in the R-6 & R-7 zoning districts it also permits lower density single-family attached, single-family detached, and townhomes. The requirements for a 500-foot separation between STR properties that applies to other lower-density residential zoning districts, was not applied to those medium-density and high-density residential zoning districts. Staff is recommending the same restrictions for single-family attached, single-family detached, and townhomes in other single-family districts also pertain to the R-6 and R-7 districts.

To clarify this portion of the code, staff is proposing the text additions as indicated in red below:

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
Other Uses															
<u>Short-Term Rental, accessory to a dwelling unit</u>	P ^p	P ^p	P ^p	P ^p	P ^p	P ^{p/q}	P ^{p/q}	X	X	X	X	X	X	X	X

^p Short-term rentals **located in a single-family detached, single-family attached, single-family semi-detached, and two-family dwelling** are only permitted when separated five hundred (500) feet on all property lot lines from another short-term rental property line.

^q Short-term rentals in a multi-family **dwelling**s cannot exceed twenty-five percent (25%) of the total number of units.

Legacy Code Allowance

During the original adoption of the STR regulations, the discussion was focused on traditional residential zoning districts, and did not address STRs in the Legacy Code districts. The Legacy Code encompasses the downtown and Oak Park Avenue corridor between 167th Street and 183rd Street. Within the Legacy Code, all types of housing/dwellings are permitted depending on their specific zoning district (Downtown Core, Downtown Flex, Neighborhood General, etc.) and redevelopment status (Heritage Site or Redevelopment Site). Staff is looking to clarify the regulations for STRs in the Legacy District. Due to the lack of discussion on this topic during the original STR adoption, staff is looking for direction on the matter from the Commission. Options include prohibiting short-term rentals in the Legacy

*Minutes of the Village of Tinley Park Plan Commission
April 16, 2020*

Code districts or allowing the use with conditions similar to the traditional zoning districts that relate to distance separation or a percentage of the total number of units in a multi-family structure.

The advantages of allowing STR in the Legacy District relate to the adjacency of the area to the Metra station, which could be an incentive for visitors to stay in the downtown area and patronize local businesses. While the current licensing requirements of STRs limit rentals to one license per year, that requirement could change in the future and is independent from zoning district decisions. Any allowance of STRs in the Legacy District needs to clearly outline how to regulate the use with a diverse mix of residential uses in the Legacy District (mixed-use, single-family, multi-family, etc.)

By prohibiting STRs, it will eliminate the possibility that STR may negatively impact current or future uses due to the transient nature of the occupants. A “Boarding/Rooming House” is a similar use that is currently prohibited in the Legacy Code Districts.

If Plan Commission wishes to recommend prohibiting STRs in the Legacy Code Districts, “Short-term Rentals” would be added under the list of prohibited uses in Section XII.3.A. (Page 55) of the Legacy Code. If the STRs were to be permitted, staff recommends identifying any conditions that may help mitigate any perceived impact of the use on adjacent properties.

CHAIRMAN GRAY asked for comments from the Commissioners. No comments from the Commissioners.

CHAIRMAN GRAY asked for comments from the public. Laura Godette, Deputy Clerk replied there were no comments received from the public

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER GATTO to close the public hearing of Masonry & Short-Term Rental Clarification.

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved.

Motion 1 – Residential Masonry

A motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER STANTON to recommend that the Village Board approve Text Amendments to Section V.C.4.B. (Masonry Requirements) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated April 16, 2020. The proposed Text Amendment will clarify the materials permitted to be utilized on the first story of new residential structures.”

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved.

*Minutes of the Village of Tinley Park Plan Commission
April 16, 2020*

Motion 2 – Short-Term Rental

A motion was made by COMMISSIONER WEST, seconded by COMMISSIONER ENGEL to recommend that the Village Board approve Text Amendments to Section V.B. Schedule I (Schedule of Permitted Uses) and Section XII.3.A. (Legacy Code Uses) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated April 16, 2020. The proposed Text Amendment will amend Section V.B. Schedule I to add footnotes to the R-6 and R-7 zoning districts, clarify those footnotes, and to prohibit short-term rentals in the Legacy Code districts.”

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved.

This item will go to the Village Board for approval on May 5, 2020.

ADJOURNMENT:

There being no further business, a Motion was made by PLAN COMMISSIONER GASKILL, seconded by PLAN COMMISSIONER ENGEL to adjourn the Regular Meeting of the Plan Commission of April 16, 2020 at 8:24 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN GRAY declared the meeting adjourned.



PLAN COMMISSION STAFF REPORT

MAY 7, 2020 – WORKSHOP/PUBLIC HEARING

Retail Redevelopment (Former Sports Station) - Thomas Cachey

7050 - 7068 171st Street

Petitioner

Thomas Cachey
(Contract Purchaser)

Property Location

7050 – 7068 171st Street

PINs

28-30-113-005-0000 &
28-30-113-025-0000

Zoning

B-3, General Business &
Commercial

Approvals Sought

Special Use Permit
Site Plan Approval
Variations
Final Plat Approval

Project Planner

Daniel Ritter, AICP
Senior Planner



EXECUTIVE SUMMARY

The Petitioner, Thomas Cachey (Contract Purchaser), is proposing to redevelop the former Sports Station property located at 7050-7068 171st Street. The proposed redevelopment would require Site Plan Approval, Variations, Final Plat Approval, and a Special Use Permit for a second-floor apartment. The proposed project includes the demolition of an approximately 9,060 sq. ft. deteriorating section of the existing building. The remaining 12,045 sq. ft. building will be redeveloped as a multi-tenant building with façade renovations and site upgrades that include a new façade, additional parking, improved landscaping, added curbing, new walkways, and stormwater/drainage improvements. Additionally, an 800 sq. ft. second-floor apartment is proposed to be constructed to assist in managing the property tax burden.

Redevelopment of aging commercial development can be difficult to design in compliance with current code requirements due to various technical, physical, and economic constraints. Existing site dimensions and structure locations are difficult and costly to change. All of the proposed Variations for this project are existing non-conforming conditions, but many of those conditions have been improved from their current conditions. The intent of requesting these Variations is to make the site fully legal and conforming at the completion of the project. The property has existing code compliance issues and the proposed renovation is the quickest resolution of those issues.

The workshop and public hearing for this item have been combined due to the scheduling effects of the ongoing COVID-19 situation. The Petitioner worked with staff over the last few weeks to resolve remaining open items that might have otherwise been addressed as part of a workshop discussion. It is also important to note the Petitioner also has some timing concerns in regards to their purchase contract.

EXISTING SITE, HISTORY & ZONING

The original portion of the building appears to have been constructed on the site before 1938 (oldest available aerial) for use by the adjacent farm. Since that time, there were several additions to the building with varying construction styles. The property has most recently operated as The Sports Station and a County Foods grocery store prior to that.

The building has been vacant since 2014 when The Sports Station closed. The structure has deteriorated internally and externally since that time. The current property owner has owned the property since 2017 and had plans to rehab the existing building for retail uses. However, after a building permit was issued last year, those plans stalled and the property was placed back on the market. The building and site have deteriorated and code compliance issues have been ongoing with the current owners for over a year and half without progress.

The Midlothian Creek runs through the north side of the property, and thus there is some existing floodway and floodplain located on the property that requires certain review and approval from MWRD and FEMA. Improvements or changes within those floodplain areas are limited.

The property is zoned B-3, General Business & Commercial. The neighboring properties to the west (Olympic Star Family Restaurant) and east (Antico Academy Child Care) are also similarly located in the B-3 zoning district. To the south, across 171st Street, are properties zoned R-6, Medium Density Residential (Town & Country Villas/Condos) and B-4, Office & Service Business (Maher Funeral Home). To the north of the subject property and Midlothian Creek are multi-family buildings in the R-6, Medium-Density Residential, zoning district.

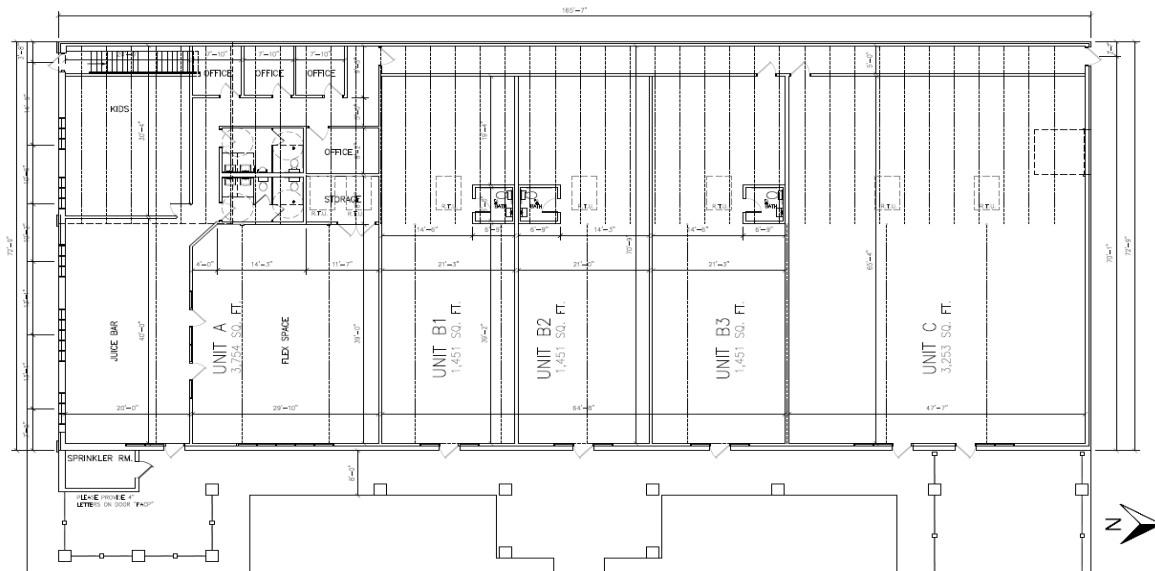
Due to the age and incremental redevelopment of the property, there are a number of existing non-conforming aspects of the site. Since the site was legally developed under prior zoning and development codes, the site is considered legal non-conforming. The current proposal will bring the site into closer compliance with existing codes with consideration of Variations for portions of the site where compliance is not feasible.



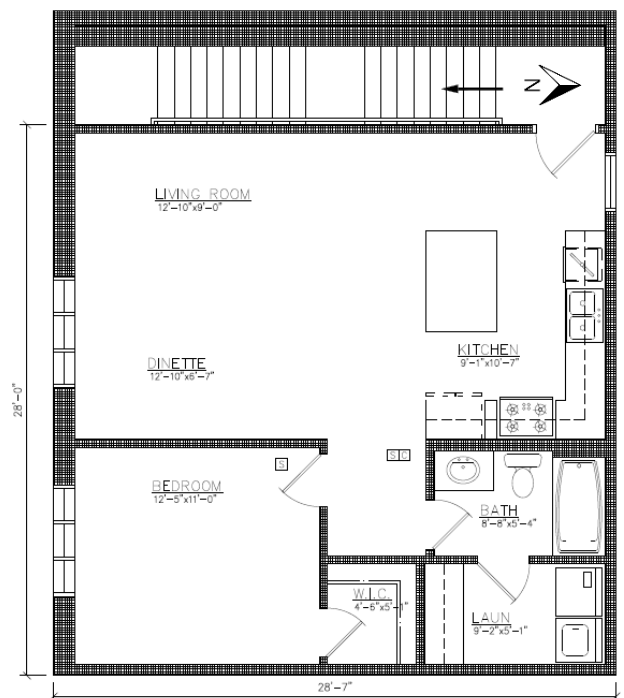
PROPOSED USE

The Petitioner is looking to utilize the redeveloped building as a multi-tenant retail and service center (shown below). Currently, there is one known tenant that is a non-profit organization, Chi Central & Café. Chi's mission is focused on supporting personal mental and physical health. There is a café and retail aspect as well to generate income and connect with their health and community-related missions. This non-profit organization is a primary reason why the Petitioner has pursued the proposed redevelopment and plans to locate it in the tenant space nearest to 171st Street.

Additionally, there is interest from a barbeque restaurant to occupy the north end unit of the building. Outdoor seating areas have been proposed for these two tenant spaces. The remaining tenant space is about 42% of the total floor area (Units B1, B2, B3 on the floor plan below) and can be divided into as many as three spaces. Due to the parking limitations on the site (noted in the parking section below), the Petitioner plans to use the remaining space for tenants with limited traffic generation and operating hours that complement the proposed tenants (non-profit and BBQ restaurant).



The project proposes the addition of a second-floor 800 sq. ft. one-bedroom apartment at the front of the building (shown on the right). The apartment will have a separate entrance at the front of the building. The apartment allows for the site to be classified as a mixed-use property and lower the overall tax rate. The apartment may also be used in support to some of the charitable acts of the non-profit tenant. The apartment is located over the non-profit's administrative offices, which will limit any potential noise transfer between the units.



SPECIAL USE FOR APARTMENT

The establishment of a residential unit above or to the rear of a principal commercial use requires the approval of a Special Use Permit. This special use allowance has existed in the B-1, B-2, and B-3 districts since 2005. The change was made to better align with current planning development trends towards mixed-use properties and also to assist commercial properties in obtaining some property tax relief from classification as mixed-use in Cook County. However, staff has expressed concerns regarding the possibility of permitting substandard housing units. Therefore, to avoid issues, it has been staff's recommendation for residential units to be located above commercial uses, have separate entrances, and have a balcony or exterior living area when possible. Additionally, the mix of surrounding uses and the site layout is important to consider when evaluating the request for mixed uses to ensure noise, pollution, smells, glare, or other nuisances won't affect the proposed residential unit.

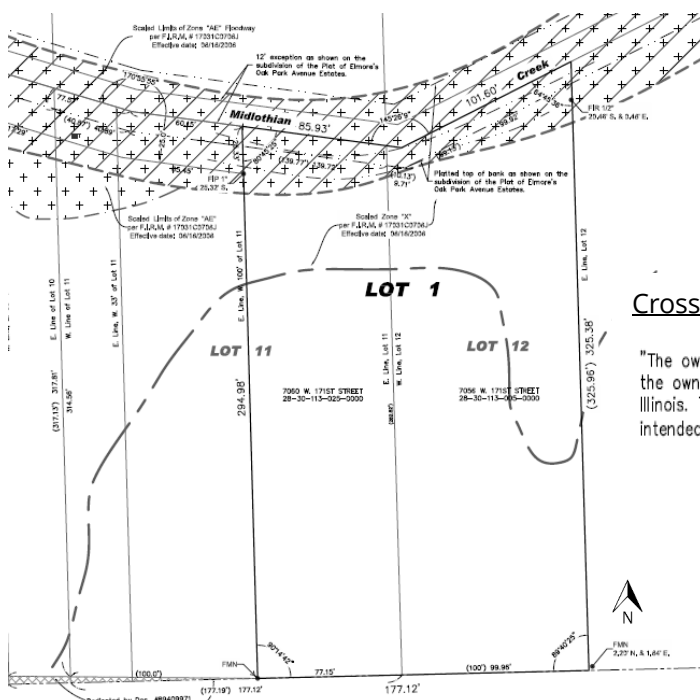
The proposed apartment has a separate entrance and is located over the nonprofit space, which will limit any noise or smell transfer between the units. The additional building height along the street frontage also helps to enhance the streetscape and provides screening for the rooftop HVAC units.

Open Item #1: Discuss the request for a Special Use Permit for the addition of a residential unit above a principal commercial use.

FINAL PLAT OF SUBDIVISION / CONSOLIDATION

The proposed Plat of Subdivision will consolidate the two existing lots resulting in a single lot that is 1.20 acres in size. Existing drainage and utility easements will remain on the property.

A cross-access easement to the west (Olympic Star) has been included in the Final Plat of Subdivision. Cross-access circulation between the properties existed during the original development, but was divided at some point in the past. The easement only establishes half of the required cross-access, but it is important to start to establish the cross-access going forward. The other half of the cross-access will be required upon negotiation with Olympic Star by the Petitioner or by the Village upon the redevelopment of the site (similar to this request). The future establishment of cross-access will allow for a more safe and convenient circulation on both sites for customers, delivery trucks, and emergency vehicles.



Cross-Access Easement Language

"The owner of 7050-7068 W 171st Street does hereby agree to provide a cross access agreement with the owner of Olympic Star Restaurant, with a property address of 7100 W. 171st Street, in Tinley Park Illinois. The PIN Number for said parcel is 28-30-113-024-0000. The cross access agreement is intended to allow the free flow of traffic across both properties, unhindered to through traffic."

VARIATIONS

Below is a list of all Variations being requested. All Variations are existing non-conforming conditions, although some have been improved from their existing condition. Each Variation is covered in the applicable section that follows.

Overall Zoning

1. Exterior Masonry (Existing, Improved Condition) – A Variation from Section V.C.7.F. and Section V.C.7.G. of the Zoning Ordinance to permit the proposed façade renovations to utilize non-masonry materials (fiber cement board and EIFs) above the 15% maximum amount per façade and permit the exterior to utilize no face brick; approval will be based upon the proposed elevations.
2. Parking (Existing, Improved Condition) – A 22 parking stall Variation from Section VIII.A.10. of the Zoning Ordinance to permit 60 parking stalls instead of the required minimum of 82 stalls for the proposed commercial building. The proposal includes a reduction of the existing floor area and the addition of 16 total parking stalls.
3. Front Yard Parking (Existing, Improved Condition) – A Variation from Section VIII.7. of the Zoning Ordinance to permit parking stalls to be located in a required front yard.
4. Front Yard Structure Setback (Existing) – A 5.5-foot Variation from Section V.B. Schedule II (District Regulations) of the Zoning Ordinance to permit a 19.5-foot front yard building setback, instead of the required minimum of 25 feet.
5. Public Sidewalk (Existing) – A Variation from Section F.2. of the Subdivision and Development Code to permit the development without installation of a public sidewalk along the public street frontage.
6. Freestanding Sign Setback (Existing, Improved Condition) – A nine-foot Variation from Section IX.D.2.c. of the Zoning Ordinance to permit a freestanding sign to be setback one foot instead of the required minimum of ten feet.

Open Item #2: Discuss the six Variation requests. All variations are existing non-conforming conditions.

SITE PLAN

The proposed site plan includes a 12,045 sq. ft. multi-tenant building, vehicle parking, walkways, landscaping, patio seating areas, and a dumpster enclosure. Access to the site will primarily be through the curb cuts on 171st Street. The eastern curb cut functions as a two-way entrance and exit to the site. The western curb cut is a one-way exit and will be signed as such with a “do not enter” sign visible from 171st Street.

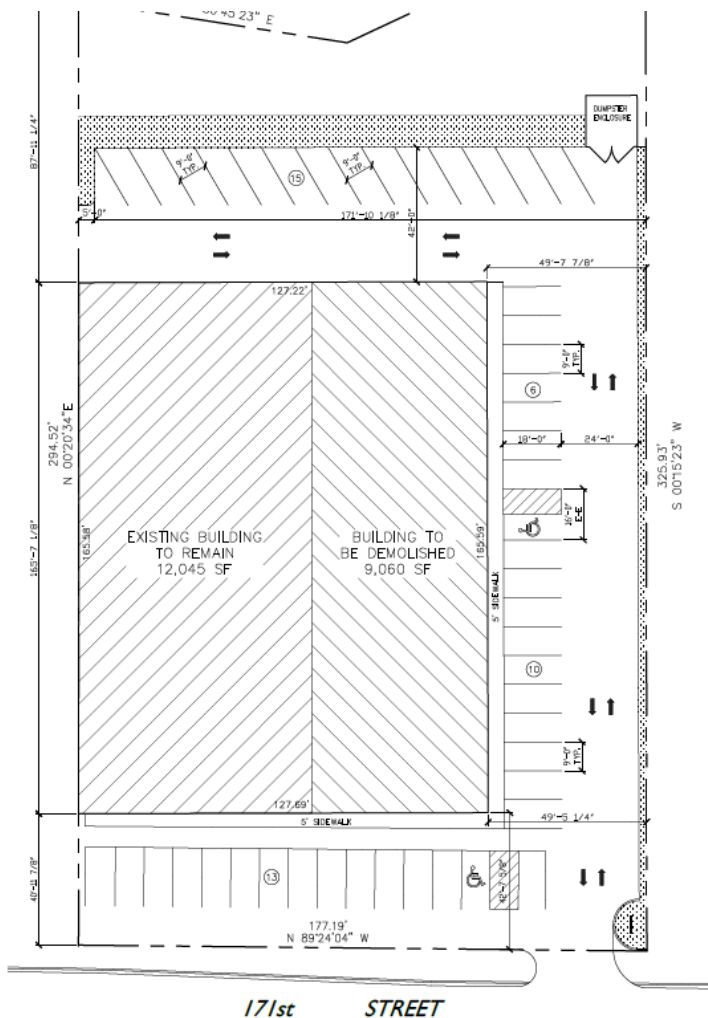
The existing building is just over 21,000 square feet. However, due to the current condition and need for additional parking stalls, a portion of the building will be demolished, resulting in a 12,045 sq. ft. multi-tenant building. The primary building frontage will be facing east. While the building frontage layout is not ideal, it is the more economical and practical solution preferred by the Petitioner. The extra site space from the demolition will allow for the addition of an additional row of parking, a 5' landscape buffer along the east property line, outdoor seating, and foundation landscaping.

A sidewalk is typically required on both new development and redevelopment properties. However, a sidewalk does not exist on the north side of 171st Street between Oak Park Avenue and Harlem Avenue. The subject site and the north side of 171st Street lacks the proper right-of-way width to install a public sidewalk, and there are no immediate plans to construct a sidewalk at that location. Eliminating the sidewalk also allows for additional green space thereby decreasing stormwater flow in an area that is already taxed with considerable impervious pavement.

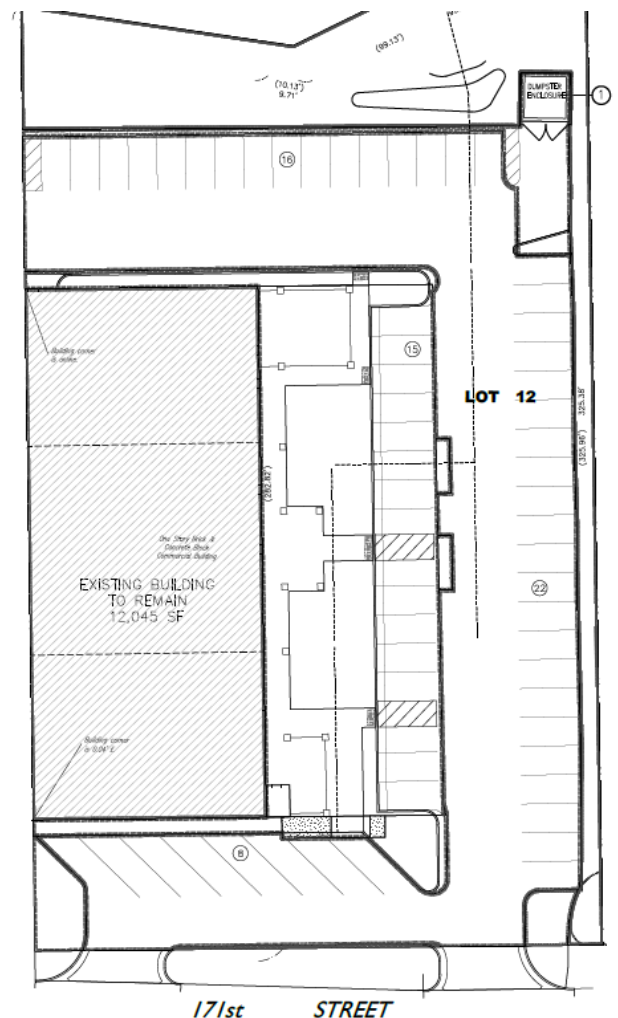
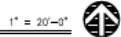
The existing dumpster enclosure is proposed to be reconstructed and designed for easy truck access. The dumpster area also functions as a way for delivery and emergency vehicles to turnaround on the site until cross-access through the Olympic Star site is provided. While a cross-access easement is recommended on the Olympic Star property, until such time as this can be provided the Petitioner will provide a cross access easement on the subject property so that the full connection can happen in the future. The Petitioner will continue the cross-access negotiations with Olympic Star. Therefore, the dumpster area design is the best available alternative to the cross-access connection; it provides an option for large vehicles so that they do not need to reverse out of the site onto 171st Street.

Engineering has a number of outstanding comments and revisions on the preliminary/final engineering plans that will be addressed prior to building permit submittal. Staff is recommending that the site plan approval be conditioned upon final engineering review and approval by the Village Engineer and MWRD.

The Petitioner is requesting a front yard setback Variation for the principal building that is currently located 19.5 ft from the property line instead of the required minimum of 25 ft. It is not economically or structurally feasible for the project to demolish a portion of the building. There are no immediate staff concerns with the setback since the proposal sufficiently improves site circulation and the overall appearance of the property.



EXISTING SITE PLAN



PROPOSED SITE PLAN



LANDSCAPE

The site has very little existing landscaping, except for the naturalized growth along the creek at the north of the property. The new landscape plan adds landscaping along the 171st Street frontage, the eastern property line, and internal to the site. The site does not comply with many of the current landscape ordinance requirements, such as required bufferyard widths and interior parking lot landscaping. However, as with other aspects of redevelopment sites, the goal is to improve the site, while allowing the project to be economically feasible and meet the intent of the ordinance. Any additional landscaping will result in a loss of parking, which is critical for the success of the project. The Petitioner has prioritized the placement of attractive landscaping in areas not utilized for parking or site circulation.

Specific species of shrubs were chosen due to their ability to survive in confined areas, are salt-tolerant, do not create visibility concerns, and will fit under overhead utility lines. While there are bufferyard and interior parking lot landscape waivers, the Petitioner's proposal significantly improves the site compared to its current condition.

Open Item #3: Discuss the proposed Landscape Plan and required waivers.

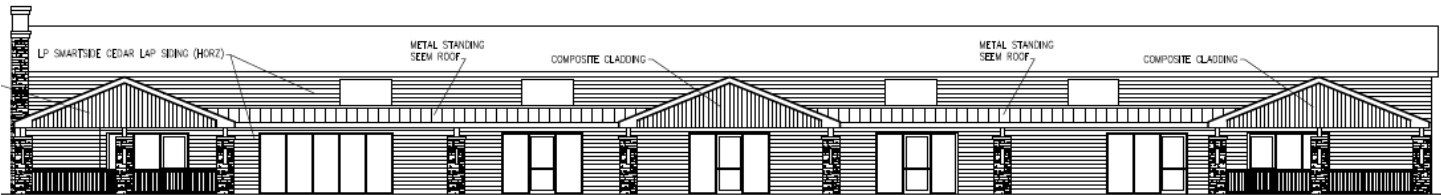


ARCHITECTURE

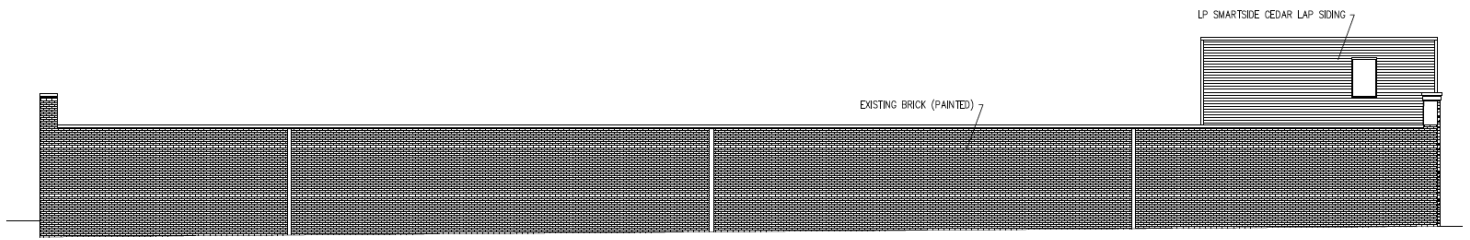
The proposed façade was designed to create a modern look by utilizing a variety of materials and design elements. The proposed materials include metal, fiber cement panels, cedar engineered siding, and metal cladding. The materials were chosen for their modern appearance and their flexibility for installation over the existing structure that is primarily cinder block and painted brick. Stone veneer has also been added to the base of the building and vertical pillars.

Façade appearances are important to the overall community. The Village’s exterior masonry requirements have been designed to maintain high-quality and attractive developments. However, the Petitioner found complying with the masonry requirements is not consistent with their proposed modern design aesthetic. The proposed appearance and materials are proposed to balanced long-term quality with the limitations of the existing structure. Brick and masonry have been maintained along the west and north sides where it can be salvaged and repainted. Siding is not a typical material for commercial facades due to durability and appearance concerns; however, the specific siding utilized on the primary façades was chosen due to its durability and less maintenance than traditional lap siding.

The rooftop mechanical equipment is proposed to be screened from roadways and neighboring properties. The proposed parapet and apartment screen views from the south and southwest. The existing vegetation along the creek provides natural screening from the south. The HVAC units are not visible from the east due to the profile of the existing roof. The only location where the units are visible is from the we; however, the Apartment, Olympic Star building, and setting back the rooftop unit locations may be sufficient to screen visibility. Staff has recommended a condition that clarifies that the mechanical equipment visibility will be reviewed as part of the building permit.

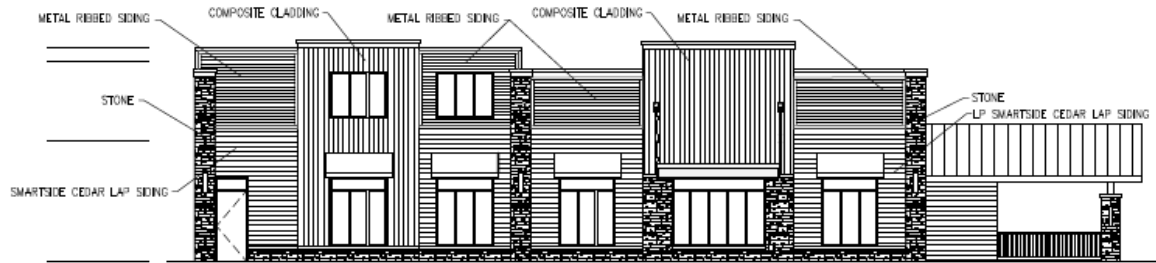


PROPOSED EAST EXTERIOR ELEVATION 1/8" = 1'-0"



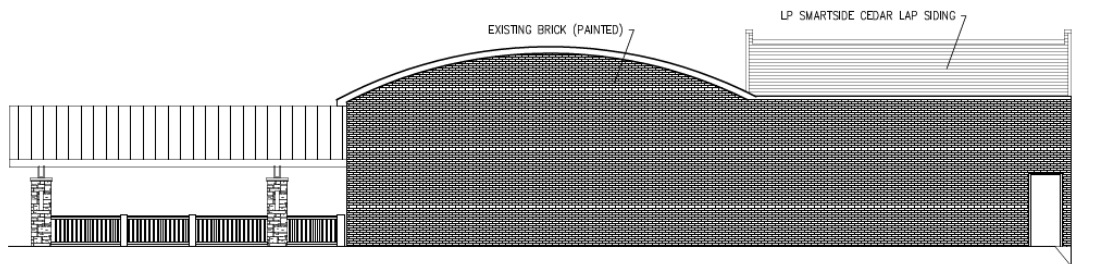
PROPOSED WEST EXTERIOR ELEVATION

1/8" = 1'-0"



PROPOSED SOUTH EXTERIOR ELEVATION

1/8" = 1'-0"



PROPOSED NORTH EXTERIOR ELEVATION

1/8" = 1'-0"

SIGNAGE

Wall Signs

The wall signs will be tenant-specific and comply with zoning code requirements, including their vertical and horizontal alignment on the façade. Wall signs will be located on the canopy extensions or on the parapet, depending on the specific tenant layouts.



PROPOSED EAST EXTERIOR ELEVATION

1/8" = 1'-0"

Ground Signs

The property has an existing freestanding pole sign that is currently located approximately one foot into the public right-of-way. It has many other non-conforming elements that make reuse of the sign problematic. The Petitioner has proposed a new monument-style sign that is more attractive and inviting for the new development. The sign will include multiple tenant panels, as well as an LED message center for use by the tenants. Tenant panels will have a consistent white background.



A setback Variation is being requested for the freestanding sign due to the established sign setbacks for most commercial properties in the area (Jewel-Osco, daycare, car wash, Olympic Star, Shell, and recently approved 7-Eleven, among others). Compliance with the ten-foot setback makes the sign less visible and may require removal of a parking stall. The ground sign is important due to the building layout and lack of roadway frontage for most tenants. Other aspects of the freestanding sign, such as sign face area, LED message center display, height, and materials will comply with the zoning code requirements.

PARKING

The zoning code requires one parking stall per 150 sq. ft of retail and personal service establishments, which is also the requirement used for multi-tenant buildings. The existing site is approximately 21,100 sq. ft. in size and has 44 parking stalls. Based on the zoning code there is currently a shortage of 98 parking stalls. However, the proposed site plan improves that situation considerably, by adding 16 parking stalls for a total of 60 stalls and reducing the commercial floor area to approximately 12,000 sq. ft. The zoning code requirements for the current proposal includes 80 stalls for the commercial area and two stalls for the new residential apartment. The total shortage is 22 based on the zoning code requirements.

	Existing	Proposed
Parking Total	44	60
Building Size (Sq. Ft.)	~21,000	~12,000 & 1br Apartment
Parking Required	140	82
Parking Difference	(-98)	(-22)

As stated by staff previously, parking is an imperfect science. The parking requirements established in the Zoning Ordinance are unique to Tinley Park; every community creates its own parking ratios. In addition, parking characteristics change over time and the current parking ratios date back to the early 2000s. Parking is expected to be tight on the site, and the Petitioner plans to actively manage the parking situation with the tenants. The Petitioner noted they understand that the remaining tenant spaces will need to have smaller parking demand or hours of operation that are compatible to the two proposed tenants. While it is not a preferred situation, parking availability has been maximized on the site, and there is no land to expand parking and limited shared parking opportunities. A cross-parking agreement with neighboring Olympic Star may help and while the Petitioner is looking into that, they do not plan on proposing it at this time. A concern with parking Variations is that parking can spill over onto public streets, affecting the neighborhood appearance and residential properties. However, there is no on-street parking permitted on 171st Street, and there are no other adjacent streets to this development. Therefore, the site will limit itself without consequences to the surrounding neighborhood.

[illegible]

Lighting on the property is proposed exclusively by building lighting. Due to the fixture locations on the building, the parking lot lighting levels fall below minimum levels in some areas. However, it is expected that the proposed building lights and existing residual light from the street and neighboring properties will effectively light the site. All building fixtures are downcast with full-cutoff in compliance with the lighting ordinance to prevent glare from surrounding properties and roadways. An existing sag light pole attached to a ComEd pole will be removed as part of the project.



Staff identified the following open items for discussion or clarification at the workshop:

1. Discuss the request for a Special Use Permit for the addition of a residential unit above a principal commercial use.

The second-floor unit will have a separate entrance and is located over the non-profit space. The residential unit helps lower the property tax burden that the developer has stated is needed for the development to move forward and stay marketable. Staff recommends approval of the Special use Permit.

2. Discuss six Variation requests.

All Variations are existing non-conforming situations and have been improved where feasible. Staff recommends no changes to the proposed Variations.

3. Discuss the proposed landscape plan and Landscape Ordinance waivers.

Staff believes the landscaping locations have been maximized without reducing the available parking. No changes are recommended.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided the following draft Findings for the Commission's review.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - ***The addition of a residential unit on the building poses no risk to the general public.***
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - ***The addition of a residential unit on the building is expected to be complementary to the surrounding and proposed commercial uses.***
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - ***The site and building are existing, and the area is already developed with few vacant properties. A residential unit and mixed-use building are expected to be an improvement and can encourage similar redevelopment on other sites.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***The proposed plans provide evidence of existing utilities, roads, and drainage facilities. Site drainage is expected to be improved with the proposed plans by reducing existing off-site drainage and ponding issues.***
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - ***The proposed plans indicate access to the site from 171st Street. The proposed right-of-way and curb-cut changes greatly improve the site circulation and safety. Cross-access is also supplied to the lot to the west for a future cross-access connection as well.***
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - ***The Special Use conforms to all other applicable regulations of the Zoning Ordinance and Village regulations except for certain Variations applied herein related to the redevelopment of an existing building and site. These Variations are consistent with other properties in the area, and the intent of the regulations is met where possible.***

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - ***The proposed redevelopment project of an existing vacant and blighted property will contribute directly to the economic development of the community by providing retail, food, and personal services. The project will also provide additional jobs, as well as additional property and sales tax revenue, where the existing vacant property is generating minimal tax revenue.***

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has provided the following draft Findings of the Statutorily required Standards for the Commission's review. Due to the number of Variations (6) staff have aggregated the Findings where possible. The full list of Variations can be found in Variation section above.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - ***The property is a redevelopment site with limited ability to expand the size, dimensions, and setbacks of the existing building and layout. The Variations allow the fairly small and limited sized lot to be reasonably developed with commercial uses permitted in the zoning district. Variations have been reduced or eliminated where physically and economically feasible.***
2. The plight of the owner is due to unique circumstances.
 - ***The small property is existing and was developed under previous zoning codes. Existing non-conformities offer a challenging situation for the redevelopment to remain technically and economically feasible.***
3. The Variation, if granted, will not alter the essential character of the locality.
 - ***The lot Variations will be similar to other properties that were previously developed in the area in regards to the parking location, building setbacks, and sign setbacks. Exterior building materials in the area vary greatly, and the redevelopment is expected to improve the area's appearance.***
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;

- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan and Architectural Review approvals. Specific findings are not required, however the proposed site plan and building architectural design shall be used by the Commission to review the proposal and ensure compliance with the standards.

Architectural

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).

- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTION TO CONSIDER

If the Plan Commission wishes to take action following the Workshop, an appropriate wording of the motions would read as follow:

Motion 1 (Site Plan):

“...make a motion to grant the Petitioner, Thomas Cachey, Site Plan Approval to redevelop the multi-tenant building and site at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and subject to the following conditions:

- 1. Site Plan Approval is subject to approval of the Special Use, Variations, and Final Plat by the Village Board.*
- 2. Site Plan Approval is subject to review of mechanical equipment screening to ensure they are not visible from the public right-of-way or unfavorable to neighboring properties.*
- 3. Site Plan Approval is subject to final engineering plan review and approval by the Village Engineer and any applicable outside agencies.”*

[any conditions that the Commission would like to add]

Motion 2 (Variations):

“...make a motion to recommend that the Village Board grant the Variations as listed in the May 7, 2020 Staff Report to the Petitioner, Thomas Cachey, at the property located at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

Motion 3 (Special Use):

“...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Thomas Cachey, to permit a residential unit to be located above a principal commercial use on the property located at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

[any conditions that the Commission would like to add]

Motion 4 (Final Plat):

“...make a motion to recommend that the Village Board grant approval to the Petitioner, Thomas Cachey, Final Plat of Subdivision Approval for 7050-7068 171st Street Consolidation in accordance with the Final Plat submitted and listed herein, subject to the following condition:

- 1. The Final Plat approval is subject to Final Engineering Plan approval by the Village Engineer.”*

[any conditions that the Commissioners would like to add]

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
T-1	Title Sheet - Architectural Plans	Ideal	4.16.20
ST-1	Site Plans	Ideal	4.16.20
D-1	Demolition Plan	Ideal	4.16.20
A-1	Proposed First Floor Plan	Ideal	4.16.20
A-2	Proposed Second Floor Plan	Ideal	4.16.20
A-3	Existing Exterior Elevations	Ideal	4.16.20
A-4	Proposed Exterior Elevations	Ideal	4.16.20
	Color 3D Rendering	Ideal	N/A (4.16.20)
8pgs	Preliminary Engineering Plans	DesignTek	4.14.20
1pg	Plat of Consolidation of 7050 - 7068 171 st Street	DesignTek	4.6.20 (Updated 4.28.20)
4pgs	Vehicle Tracking Exhibits	DesignTek	4.14.20
	Ground Sign Design	Signs of Life	N/A
	Wall Signs Design	Ideal	N/A
	Photometric Plans and Light Cut Sheet Package	Jarvis Lighting	3.4.20
L-1 & L-2	Landscape Plan & Landscape Details	J.G.S.	4.2.20
Ideal = Ideal Custom Designs, Inc. (Architect) DesignTek = DesignTek Engineering, Inc. J.G.S. = J.G.S. Landscape Architects			

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-059

**A RESOLUTION APPROVING THE FINAL PLAT OF CONSOLIDATION FOR
CERTAIN PROPERTY LOCATED AT 7050 – 7068 171ST STREET**

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

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

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

RESOLUTION NO. 2020-R-059

**A RESOLUTION APPROVING FINAL PLAT OF CONSOLIDATION FOR CERTAIN
PROPOERTY AT 7050 – 7068 171ST STREET**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered the Final Plat of Consolidation for the property located at 7050-7068 171st Street, Tinley Park, Illinois 60477 (the “Plat”), a true and correct copy of which is 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 Plat be approved and accepted; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as Exhibit 1, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to review and revision as to form by the Village Attorney and Village staff.

SECTION 3: The Final Plat of Subdivision set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

LOTS 12 AND 11 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 10 IN ELMORES OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 10351098, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-113-005-0000 & 28-30-113-025-0000

COMMONLY KNOWN AS: 7050-7068 171st Street, Tinley Park, Illinois

SECTION 4: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Plat attached hereto and all necessary Village officials are hereby

authorized to execute the Plat prior to final recording subject to final review and revision by the Village Attorney and Village Staff.

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

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

PASSED THIS 19th day of May 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-059, “A RESOLUTION APPROVING FINAL PLAT OF CONSOLIDATION FOR CERTAIN PROPOERTY AT 7050 – 7068 171ST STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May 2020.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE MAY 7, 2020 REGULAR MEETING

**ITEM #1 WORKSHOP/PUBLIC HEARING: THOMAS CACHEY (Contract Purchaser), 7050-7068
171st STREET**

Consider recommending that the Village Board grant Thomas Cachey (Contract Purchaser) a Special Use Permit for a second floor apartment and Variations from the Zoning Code for the property located at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district. Site Plan Approval and a Final Plat Approval will also be reviewed with this item.

Plan Commissioners present: Chairman Garrett Gray (Participated electronically)
Mary Aitchison (Participated electronically)
Eduardo Mani (Participated electronically)
James Gaskill (Participated electronically)
Angela Gatto (Participated electronically)
Tim Stanton (Participated electronically)
Lucas Engel (Participated electronically)
Kehla West (Participated electronically)
Steven Vick (Participated electronically)

Plan Commissioners absent: NONE

Guests: Thomas Cachey (Participated electronically)

Dan Ritter, Senior Planner presented the Staff Report. The workshop and public hearing for this item have been combined due to the scheduling effects of the ongoing COVIC-19 situation.

The Petitioner, Thomas Cachey is proposing to redevelop the former Sports Station property located at 7050-7068 171st Street. The proposed redevelopment would require Site Plan Approval, Variations, Final Plat Approval, and a Special Use Permit for a second-floor apartment. The proposed project includes the demolition of an approximately 9,060 sq. ft. deteriorating section of the existing building. The remaining 12,045 sq. ft. building will be redeveloped as a multi-tenant building with façade renovations and site upgrades that include a new façade, additional parking, improved landscaping, added curbing, new walkways, and stormwater/drainage improvements. Additionally, an 800 sq. ft. second-floor apartment is proposed to be constructed to assist in managing the property tax burden.

Redevelopment of aging commercial development can be difficult to design in compliance with current code requirements due to various technical, physical, and economic constraints. The original portion of the building appears to have been constructed on the site before 1938 for use by the adjacent farm. Since that time, there were several additions to the building with varying construction styles. The property has most recently operated as The Sports Station and a County Foods grocery store. The building has been vacant since 2014 when The Sports Station closed. The structure has deteriorated internally and externally since that time.

To the north of this property is the Midlothian Creek. It runs through the property as well, so there is some floodplain located on the property that will require certain review and approval from MWRD and FEMA. The engineers have been working through that to make sure it will meet all the requirements.

The property is zoned B-3, General Business & Commercial. The property to the west is Olympic Star Family Restaurant and to the east is Antico Academy Child Care is also zoned B-3. To the south, across 171st Street, are properties zoned R-6, Medium-Density Residential, Town & Country Villas/Condos and B-4, Office & Service Business, Maher Funeral Home. To the north of the property and Midlothian Creek are multi-family buildings in the R-6, Medium-Density Residential zoning district.

There are a number of non-conforming aspects to this site due to the age of the site and being developed with a number of different zoning codes. This project will bring the existing site closer compliance to the existing codes with consideration of Variations for portions of where compliance is not feasible.

The proposed use is to redevelop the building as a multi-tenant retail and service center. The first floor will be approximately 12,000 sq. ft. of commercial space, including demolishing a part of the building that is currently there. The driver of this project for the Petitioner is the Chi Central & Café, which is a non-profit they are looking to develop in this building. Chi's mission is focused on supporting personal mental and physical health. There will also be other tenants in the building. The north side of the building is expected to be a restaurant and space between that that can be either one tenant or up to three tenants.

The project proposes the addition of an 800 sq. ft. one-bedroom apartment on the second floor with a separate entrance at the front of the building. The apartment allows for the site to be classified as a mixed-use property and lower the overall tax rate.

The apartment does require a Special Use. This special use allowance has existed in the B-1, B-2, and B-3 districts since 2005 to allow for apartments to be located above or in the rear of a principal use. This is to align with better planning trends. The mix of surrounding uses and the site layout is important to consider when evaluating the request for mixed uses to ensure noise, pollution, smells, glare, or other nuisances won't affect the proposed residential unit. The proposed apartment has a separate entrance and is located over the non-profit space, which will limit any noise or smell transfer between the units.

The next item is a Final Plat of Subdivision/Consolidation, which will consolidate the two existing lots resulting in a single lot that is 1.20 acres in size. Existing drainage and utility easements will remain on the property. There will also be a cross-access easement recorded with the plat to the west with the Olympic Star property, and it will be included in the Final Plat of Subdivision. Cross-access circulation between the properties existed during the original development, but was divided at some point in the past. The future establishment of cross-access will allow for a more safe and convenient circulation on both sites for customers, delivery trucks, and emergency vehicles.

Mr. Ritter identified the requested Variations:

Overall Zoning

1. Exterior Masonry (Existing, Improved Condition) – A Variation from Section V.C.7.F. and Section V.C.7.G. of the Zoning Ordinance to permit the proposed façade renovations to utilize non-masonry materials (fiber cement board and EIFs) above the 15% maximum amount per façade and permit the exterior to utilize no face brick; approval will be based upon the proposed elevations.
2. Parking (Existing, Improved Condition) – A 22 parking stall Variation from Section VIII.A.10. of the Zoning Ordinance to permit 60 parking stalls instead of the required minimum of 82 stalls for the proposed commercial building. The proposal includes a reduction of the existing floor area and the addition of 16 total parking stalls.
3. Front Yard Parking (Existing, Improved Condition) – A Variation from Section VIII.7. of the Zoning Ordinance to permit parking stalls to be located in a required front yard.
4. Front Yard Structure Setback (Existing) – A 5.5-foot Variation from Section V.B. Schedule II (District Regulations) of the Zoning Ordinance to permit a 19.5-foot front yard building setback, instead of the required minimum of 25 feet.
5. Public Sidewalk (Existing) – A Variation from Section F.2. of the Subdivision and Development Code to permit the development without installation of a public sidewalk along the public street frontage.
6. Freestanding Sign Setback (Existing, Improved Condition) – A nine-foot Variation from Section IX.D.2.c. of the Zoning Ordinance to permit a freestanding sign to be setback one foot instead of the required minimum of ten feet.

Mr. Ritter displayed drawings of the existing and proposed site plan. The existing building is just over 21,000 square feet. The proposed site plan includes a 12,045 sq. ft. multi-tenant building, vehicle parking, walkways, landscaping, patio seating areas, and a dumpster enclosure. They will be demolishing close to 9,000 sq. ft. The existing building will be reduced in square feet. This will be done to resolve two issues existing on the site. First, the existing building portion being torn down has structural issues that have to be repaired, and it is costly. The other issue is a lack of parking on the site that will be expanded with the addition space.

Access to the site will primarily be through the curb cuts on 171st Street. The eastern curb cut functions as a two-way entrance and exit to the site. The western curb cut is a one-way exit and will be signed as such with a “do not enter” sign visible from 171st Street. The layout has been done so there is room for parkway landscaping, curbing, and angle parking stalls. This was also done so that there is no loss of parking stalls, which are valuable on the site, and still get an attractive appearance on the property.

Typically, a sidewalk would require installation; however, a sidewalk does not exist on the north side of 171st Street between Oak Park Avenue and Harlem Avenue. The subject site and the north side of 171st Street lack the proper right-of-way width to install a public sidewalk, and there are no immediate plans to construct a sidewalk at that location. Eliminating the sidewalk also allows for additional green space thereby decreasing stormwater flow in an area that is already taxed with considerable impervious pavement.

The existing dumpster enclosure is proposed to be redesigned, and they are changing how to enter and curbing to redirect garbage trucks and any emergency vehicles that need to access the site. Because there is currently no cross-access with the Olympic Star property, it has been designed as a temporary alternative to allow for large trucks.

Engineering has a number of outstanding comments and revisions on the preliminary/final engineering plans that will be addressed prior to building permit submittal. Staff is recommending that the site plan approval be conditioned upon final engineering review and approval by the Village Engineer and MWRD. The Petitioner has addressed some of these concerns but will finalize the plans with the permit.

The Petitioner is requesting a front yard setback Variation for the principal building that is currently located 19.5 ft from the property line instead of the required minimum of 25 ft. It is not economically or structurally feasible for the project to demolish a portion of the building. There are no immediate staff concerns with the setback since the proposal sufficiently improves site circulation and the overall appearance of the property.

There is limited space to add landscaping on this existing redevelopment site. The aim is to dress up the front and put landscaping where it is possible. The goal is to improve the site, while allowing the project to be economically feasible and meet the intent of the ordinance. Any additional landscaping will result in a loss of parking, which is critical for the success of the project. The Petitioner has prioritized the placement of attractive landscaping in areas not utilized for parking or site circulation.

Specific species of shrubs were chosen due to their ability to survive in confined areas, are salt-tolerant, do not create visibility concerns, and will fit under overhead utility lines. While there are bufferyard and interior parking lot landscape waivers, the Petitioner’s proposal significantly improves the site compared to its current condition.

Mr. Ritter displayed a drawing of the proposed architecture. The Petitioner has done a great job of modernizing the appearance. He is working with an existing structure and choosing materials that will work easier and give it a modern look. The proposed materials include metal, fiber cement panels, cedar engineered siding, and metal cladding. The materials were chosen for their modern appearance and their flexibility for installation over the existing structure that is primarily cinder block and painted brick. Stone veneer has also been added to the base of the building and vertical pillars.

Façade appearances are important to the overall community. The Village’s exterior masonry requirements have been designed to maintain high-quality and attractive developments. However, the Petitioner found complying with the masonry requirements is not consistent with their proposed modern design aesthetic. The proposed appearance and materials are proposed to balanced long-term quality with the limitations of the existing structure. Brick and masonry have been maintained along the west and north sides where it can be salvaged and repainted. Siding is not a typical

material for commercial facades due to durability and appearance concerns; however, the specific siding utilized on the primary façades was chosen due to its durability and less maintenance than traditional lap siding.

The rooftop mechanical equipment is proposed to be screened from roadways and neighboring properties. The proposed parapet and apartment screen views from the south and southwest. The existing vegetation along the creek provides natural screening from the south. The HVAC units are not visible from the east due to the profile of the existing roof. The only location where the units are visible is from the west; however, the apartment, Olympic Star building, and setting back the rooftop unit locations may be sufficient to screen visibility. Staff has recommended a condition that clarifies that the mechanical equipment visibility will be reviewed as part of the building permit.

The wall signs will be tenant-specific and comply with zoning code requirements, including their vertical and horizontal alignment on the façade. Wall signs will be located on the canopy extensions or on the parapet, depending on the specific tenant layouts.

The current ground sign is in poor condition and is located in the public right-of-way. The Petitioner has proposed a new monument-style sign that is more attractive and inviting for the new development. A setback Variation is being requested for the freestanding sign due to the established sign setbacks for most commercial properties in the area. Compliance with the ten-foot setback makes the sign less visible and may require the removal of a parking stall. The ground sign is important due to the building layout and lack of roadway frontage for most tenants. Other aspects of the freestanding sign, such as sign face area, LED message center display, height, and materials will comply with the zoning code requirements.

The zoning code requires one parking stall per 150 sq. ft. of retail and personal service establishments, which is also the requirement used for multi-tenant buildings. The existing site is approximately 21,100 sq. ft. in size and has 44 parking stalls. Based on the zoning code, there is currently a shortage of 98 parking stalls. However, the proposed site plan improves that situation considerably, by adding 16 parking stalls for a total of 60 stalls and reducing the commercial floor area to approximately 12,000 sq. ft. The zoning code requirements for the current proposal includes 80 stalls for the commercial area and two stalls for the new residential apartment. The total shortage is 22 based on the zoning code requirements. While this is not the preferred situation, parking availability has been maximized on the site, and there is no land to expand parking and limited shared parking opportunities. A cross-parking agreement with neighboring Olympic Star may help and while the Petitioner is looking in that, they do not plan on proposing it at this time.

	Existing	Proposed
Parking Total	44	60
Building Size (Sq. Ft.)	~21,000	~12,000 & 1br Apartment
Parking Required	140	82
Parking Difference	(-98)	(-22)

Lighting on the property is proposed exclusively by building lighting. Due to the fixture locations on the building, the parking lot lighting levels fall below minimum levels in some areas. However, it is expected that the proposed building lights and existing residual light from the street and neighboring properties will effectively light the site. All building fixtures are downcast with full-cutoff in compliance with the lighting ordinance to prevent glare from surrounding properties and roadways. An existing sag light pole attached to a ComEd pole will be removed as part of the project.

CHAIRMAN GRAY asked the Commissioners if they had comments or questions.

COMMISSIONER MANI noted he liked the proposed redevelopment of the site and thanked the Petitioner for taking on this development and it will be an asset to the Village

COMMISSIONER STANTON noted he agrees 1000% with COMMISSIONER MANI and as a lifelong resident of Tinley Park he loves it and he is sure the neighbors will love it. The parking and landscaping can be worked out and are improvements. Will security cameras be considered?

COMMISSIONER GATTO agrees with the other COMMISSIONERS and she thinks this will be a great project and she is glad someone took on the redevelopment of this property.

COMMISSIONER VICK agrees this is a great project.

COMMISSIONER GASKILL agrees this is a great plan

CHAIRMAN GRAY noted he agrees with this being a great improvement. The architecture rendering is very nice. The curb cuts are good and will be a plus safety-wise with no cars backing out onto 171st Street. Hopefully Olympic Star is open to working with the Petitioner regarding the cross-access and maybe even cross-parking.

A Motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL to open the public hearing of Thomas Cachey, 7050-7068 171st Street.

AYE: All Commissioners participated electronically

COMMISSIONERS, AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST, VICK and CHAIRMAN GRAY.

NAY: None

CHAIRMAN GRAY declared the motion approved by voice vote.

CHAIRMAN GRAY noted anyone wishing to speak on this matter will be sworn in before they speak after staff's presentation.

The Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

CHAIRMAN GRAY asked the Commissioners if they had comments or questions.

No further comments.

CHAIRMAN GRAY invited the Petitioner Thomas Cachey to comment.

Mr. Thomas Cachey thanked Paula Wallrich, Interim Community Development Director and Dan Ritter, Senior Planner for all their help in putting this together. There has been a lot of work put in and he tried to accommodate everything. We are planning on being an owner-occupier and good neighbors.

CHAIRMAN GRAY asked for comments from the public.

There was none.

A Motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK to close the public hearing of Thomas Cachey, 7050-7068 171st Street.

AYE: All Commissioners participated electronically

COMMISSIONERS, AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST, VICK and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved by voice call.

Mr. Ritter noted the Standards for Special Use as follows:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - ***The addition of a residential unit on the building poses no risk to the general public.***
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - ***The addition of a residential unit on the building is expected to be complementary to the surrounding and proposed commercial uses.***
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - ***The site and building are existing, and the area is already developed with few vacant properties. A residential unit and mixed-use building are expected to be an improvement and can encourage similar redevelopment on other sites.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***The proposed plans provide evidence of existing utilities, roads, and drainage facilities. Site drainage is expected to be improved with the proposed plans by reducing existing off-site drainage and ponding issues.***
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - ***The proposed plans indicate access to the site from 171st Street. The proposed right-of-way and curb-cut changes greatly improve the site circulation and safety. Cross-access is also supplied to the lot to the west for a future cross-access connection as well.***
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - ***The Special Use conforms to all other applicable regulations of the Zoning Ordinance and Village regulations except for certain Variations applied herein related to the redevelopment of an existing building and site. These Variations are consistent with other properties in the area, and the intent of the regulations is met where possible.***
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - ***The proposed redevelopment project of an existing vacant and blighted property will contribute directly to the economic development of the community by providing retail, food, and personal services. The project will also provide additional jobs, as well as additional property and sales tax revenue, where the existing vacant property is generating minimal tax revenue.***

Mr. Ritter noted the Standards for Variation as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

- *The property is a redevelopment site with limited ability to expand the size, dimensions, and setbacks of the existing building and layout. The Variations allow the fairly small and limited sized lot to be reasonably developed with commercial uses permitted in the zoning district. Variations have been reduced or eliminated where physically and economically feasible.*
2. The plight of the owner is due to unique circumstances.
 - *The small property is existing and was developed under previous zoning codes. Existing non-conformities offer a challenging situation for the redevelopment to remain technically and economically feasible.*
 3. The Variation, if granted, will not alter the essential character of the locality.
 - *The lot Variations will be similar to other properties that were previously developed in the area in regards to the parking location, building setbacks, and sign setbacks. Exterior building materials in the area vary greatly, and the redevelopment is expected to improve the area's appearance.*
 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood

Mr. Ritter noted the Standards for Site Plan and Architecture Approval as follows:

Architectural

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.

- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlets, they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.

- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.

Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTION 1 (Site Plan)

A motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER MANI to recommend that the Village Board grant the Petitioner, Thomas Cachey, Site Plan Approval to redevelop the multi-tenant building and site at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and subject to the following conditions:

1. Site Plan Approval is subject to approval of the Special Use, Variations, and Final Plat by the Village Board.
2. Site Plan Approval is subject to review of mechanical equipment screening to ensure they are not visible from the public right-of-way or unfavorable to neighboring properties.
3. Site Plan Approval is subject to final engineering plan review and approval by the Village Engineer and any applicable outside agencies.”

AYE:

COMMISSIONERS ENGEL, MANI, STANTON, GATTO, AITCHISON, GASKILL, WEST, VICK and CHAIRMAN GRAY

NAY:

None.

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 2 (Variations):

A motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER ENGEL to recommend that the Village Board grant the Variations as listed in the May 7, 2020 Staff Report to the Petitioner, Thomas Cachey, at the property located at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

AYE:

COMMISSIONERS ENGEL, MANI, STANTON, GATTO, AITCHISON, GASKILL, WEST, VICK and CHAIRMAN GRAY

NAY:

None.

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 3 (Special Use):

A motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL to recommend that the Village Board grant a Special Use Permit to the Petitioner, Thomas Cachey, to permit a residential unit to be located above a principal commercial use on the property located at 7050-7068 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

AYE:

COMMISSIONERS ENGEL, MANI, STANTON, GATTO, AITCHISON, GASKILL, WEST, VICK and CHAIRMAN GRAY

NAY:

None.

CHAIRMAN GRAY declared the Motion approved by roll call.

MOTION 4 (Final Plat):

A motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK to recommend that the Village Board grant approval to the Petitioner, Thomas Cachey, Final Plat of Subdivision Approval for 7050-7068 171st Street Consolidation in accordance with the Final Plat submitted and listed herein, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering Plan approval by the Village Engineer.”

AYE:

COMMISSIONERS ENGEL, MANI, STANTON, GATTO, AITCHISON, GASKILL, WEST, VICK and CHAIRMAN GRAY

NAY:

None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This item will go to the Village Board for approval on Tuesday, May 19, 2020.



Village of Tinley Park
Community Development Dept
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☒ Special Use for: Second-Floor Apartments/Mixed Use
- ☐ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☐ Deviation
- ☒ Variation ☐ Residential ☒ Commercial for _____
- ☐ Annexation
- ☐ Rezoning (Map Amendment) From _____ to _____
- ☐ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☐ Final
- ☒ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

Project Name: CHI Central

Project Description: Partial demo & repurposing of current building to go to retail with residential rentals

Project Address: 7050 W. 171st Street Property Index No. (PIN): 28-301-130-050

Zoning District: B-3 Lot Dimensions & Area: 177' x 325' x 177' x 294'

Estimated Project Cost: \$ 1,000,000

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Sisk Holdings 3, LLC Company: Sisk Holdings 3, LLC

Street Address: 12410 Horseshoe Drive, Unit 4 City, State & Zip: New Lenox, IL 60451

E-Mail Address: bsisk@siskinvestmentgroup.com Phone Number: [REDACTED]

APPLICANT INFORMATION

☐ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: Thomas Cachey Company: T. J. Cachey Builders, Inc. II

Relation To Project: General Contractor

Street Address: 9961 W. 151st Street City, State & Zip: Orland Park, IL 60462

E-Mail Address: 1cacheybuilders@gmail.com Phone Number: [REDACTED]



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized representative.

I hereby authorize THOMAS CACHEY (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: _____

Property Owner Name (Print): Brandon Sisk - manager Sisk Holdings 3, LLC

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct.

Property Owner Signature: _____

Property Owner Name (Print): Sisk Holdings 3, LLC Brandon Sisk - manager

Applicant Signature:
(If other than Owner)

Applicant's Name (Print): THOMAS CACHEY

Date: 2-27-2020



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Variation** from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

- ☐ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☐ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☐ A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.
- ☐ A Plat of Survey of the property that is prepared by a registered land surveyor and has all up-to-date structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.
- ☐ Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.
- ☐ Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).
- ☐ Residential Variation Hearing Fee - \$150
Commercial Variation Hearing Fee - \$200

STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

- A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?**

This is a redevelopment of an obsolete 20,000+ sq. ft. building with inadequate parking. There are difficulties meeting all the current codes and making the project viable which is why we are requesting the variance.

- B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.**

We are shrinking the building by over 40% and adding green space in an effort to make this site productive.

- C. Describe how the above difficulty or hardship was created.**

Overtime the codes have changed to meet a higher standard. Currently, this site cannot be functional and meet the requirements.

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.**

This property is a blight on the area and needs to be re-purposed.

- E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.**

We are looking to put a charitable user in to service the community.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.**

What we propose to do will enhance the neighborhood. We will remove something that is detrimental to the public welfare.

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality.**

This project will be an asset to the neighborhood and elevate the current state of the site.

H. Describe how the requested Variance will not:

- 1. Impair an adequate supply of light and air to adjacent properties.**

No.

- 2. Substantially increase the congestion of the public streets.**

No.

- 3. Increase the danger of fire.**

No.

- 4. Impair natural drainage or create drainage problems on adjacent property.**

No.

- 5. Endanger the public safety.**

No.

- 6. Substantially diminish or impair property values within the neighborhood.**

No.

7050 171st Street Narrative

We are working together with a charity that will occupy the south unit and potentially grow into other units. This is what makes this site worth pursuing. Without the charity interest, we would not be doing this project.

The current condition of the property is a dilapidated 22,000 sq. ft. retail/warehouse space that has been vacant for approximately 10 years. The site currently lacks appropriate curb cuts on 171st Street, sufficient parking and parking lot lighting. The property is blighted.

Our plan is to demolish approximately 10,000 sq. ft. of the east side of the building, turn the building to face east and repurpose the space into 5 or 6 retail spaces with two rental residential units. We are essentially taking the building down to its bare bones and building everything new but the shell. By demolishing the east side, we can add sufficient parking and more green space. Our plans also include two full access curb cuts, a landscape island and new curbing along 171st Street.

These improvements will increase the value to this and the surrounding properties; and hopefully, will spur others to do similar improvements.

Contact List

Architect	Ideal Design	Gabe	708-407-8028
Engineer	DesignTek	Scott	708-326-4961
Landscape Architect	JGS Design	John	708-532-8161

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-026

**AN ORDINANCE GRANTING THOMAS CACHEY A SPECIAL USE PERMIT FOR A
SECOND-FLOOR APARTMENT ABOVE A COMMERCIAL USE TO BE LOCATED
AT 7050-7068 171ST STREET**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-026**AN ORDINANCE GRANTING THOMAS CACHEY A SPECIAL USE PERMIT FOR A SECOND-FLOOR APARTMENT ABOVE A COMMERCIAL USE TO BE LOCATED AT 7050-7068 171ST STREET**

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

WHEREAS, a petition for the granting of a Special Use Permit to allow for the construction of A second-floor apartment above a principal commercial use at 7050-7068 171st Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by contract purchaser, Thomas Cachey (“Petitioner”) with the Village Clerk which has been referred to the Tinley Park Plan Commission and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use be granted on May 7, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said Public Hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said Public Hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, after hearing testimony on the petition, the Plan Commission voted 9-0 and has filed its report and findings and recommendations that the proposed Special Use Permit be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special Use Permit; 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 facts as if said recitals were fully set forth herein.

SECTION 2: That the report and findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit as set forth in Section X.J.5. and Section XII.5.D.1. of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - ***The addition of a residential unit on the building poses no risk to the general public.***
2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - ***The addition of a residential unit on the building is expected to be complementary to the surrounding and proposed commercial uses.***
3. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - ***The site and building are existing, and the area is already developed with few vacant properties. A residential unit and mixed-use building are expected to be an improvement and can encourage similar redevelopment on other sites.***
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***The proposed plans provide evidence of existing utilities, roads, and drainage facilities. Site drainage is expected to be improved with the proposed plans by reducing existing off-site drainage and ponding issues.***
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - ***The proposed plans indicate access to the site from 171st Street. The proposed right-of-way and curb-cut changes greatly improve the site circulation and safety. Cross-access is also supplied to the lot to the west for a future cross-access connection as well.***
6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by

the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- *The Special Use conforms to all other applicable regulations of the Zoning Ordinance and Village regulations except for certain Variations applied herein related to the redevelopment of an existing building and site. These Variations are consistent with other properties in the area, and the intent of the regulations is met where possible.*

7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The proposed redevelopment project of an existing vacant and blighted property will contribute directly to the economic development of the community by providing retail, food, and personal services. The project will also provide additional jobs, as well as additional property and sales tax revenue, where the existing vacant property is generating minimal tax revenue.*

SECTION 3: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: LOTS 12 AND 11 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 10 IN ELMORES OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 10351098, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-113-005-0000 & 28-30-113-025-0000

COMMONLY KNOWN AS: 7050-7068 171st Street, Tinley Park, Illinois

SECTION 4: That a Special Use Permit to allow for construction of a second-floor one-bedroom apartment that is a minimum of 800 sq. ft. of usable floor space, over the building's principal commercial use, is hereby granted to the Petitioner.

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

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

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

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

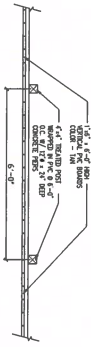
CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-026, “AN ORDINANCE GRANTING THOMAS CACHEY A SPECIAL USE PERMIT FOR A SECOND-FLOOR APARTMENT ABOVE A COMMERCIAL USE TO BE LOCATED AT 7050-7068 171ST STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

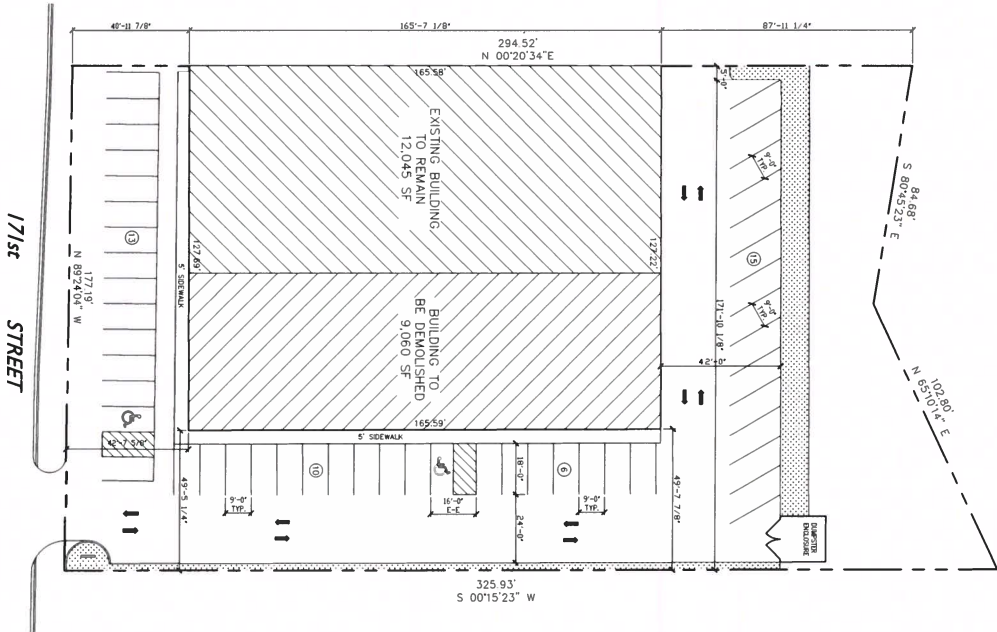
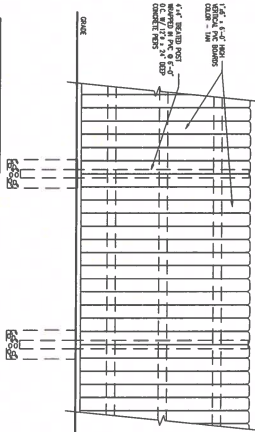
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

SHEET NUMBER
T-1

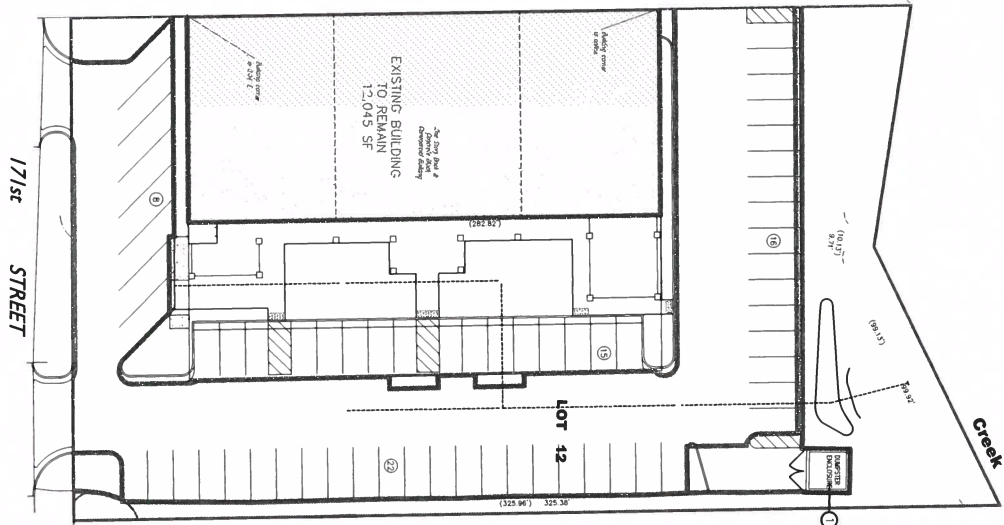


ELEVATION


$$1^{\circ} = 20'-0''$$


NOTE: ANY PAVEMENT REMOVAL REQUIRED TO REPLACE THE EXISTING DEPRESSED CURB WITH THE PROPOSED B6.12 CURB SHALL BE DONE SOLELY WITHIN THE LIMITS OF SUBJECT PROPERTY. NO PAVEMENT DISTURBANCE SHALL OCCUR ON 171ST STREET.

NOTE:
THE PAVEMENT IS GOING TO BE REMOVED AND REPLACED AND ALL EXISTING STORM DRAINS ARE TO REMAIN. RIM ELEVATIONS WILL BE REVISED AS NEEDED TO PROVIDE POSITIVE DRAINAGE.

 $\Gamma^* = 2$ 

NOTE:
PARKING LOT IMPROVEMENTS ARE AS
STATED - NEW CONC. SIDEWALKS,
NEW DRIVEWAY, NEW PARKING
SPACES, NEW GREEN AREAS.

PARKING DATA:	
REGULAR:	58 PARKING SPACES
HANDICAP:	2 H/C SPACES
TOTAL:	60 PARKING SPACES

REVISIONS		
REV #	DATE	REV. PER.

DATE	EXP. DATE
------	-----------

RENOVATIONS FOR
TOM CACHEY
7050-7068 171ST STREET
TINLEY PARK, IL

Idea!
DESIGNS
ARCHITECTURAL INTERIOR DESIGNER
20960 FRANKFORT SQ. RD.
SUITE A
FRANKFORT, ILLINOIS
T: (708) 407-8028
F: (773) 333-7960
gob@ideadesigns.com
www.ideadesigns.com

SHEET NUMBER
ST-1



DATE:	
EXP. DATE:	

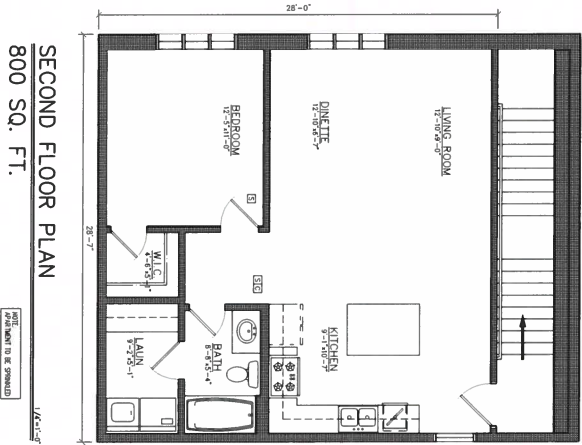
ideal
DESIGNS

ARCHITECTS INTERIOR DESIGNERS
20960 FRANKFORD SQ. RD.
SUITE A
FRANKFORD, ILLINOIS

T: (708) 407-8028
F: (773) 333-7960

globe@ideal-design.com
www.ideal-design.com

Created for free by <https://foxynote.com>



DATE

EXP. DATE

REVISIONS

REV	DATE	REV	PER

DATE: 04-16-20

DRAWN BY: ST

PROJECT NO: 19112

SHEET NUMBER

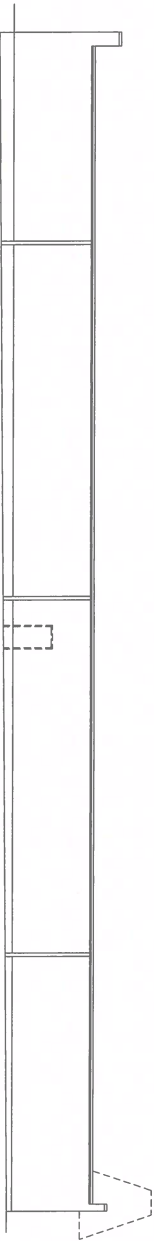
A-2

RENOVATIONS FOR
TOM CACHEY
7050-7068 171ST STREET
TINLEY PARK, IL

ideal
DESIGNS

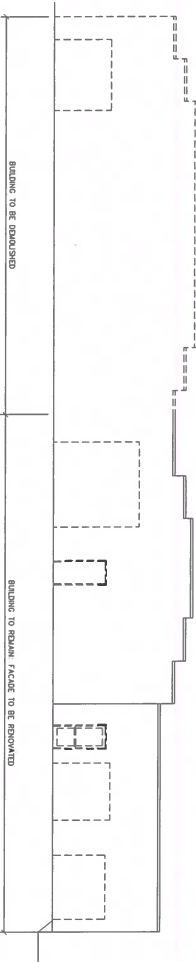
ARCHITECTURAL SERVICES
2060 PULASKI RD. NO.
SUITE A
FRANKFORD, ILLINOIS
T: (708) 407-8078
F: (773) 335-7860
info@idealdesigns.com
www.idealdesigns.com

Created for free by <https://foxvults.com>



EXISTING WEST EXTERIOR ELEVATION

1/8" = 1'-0"



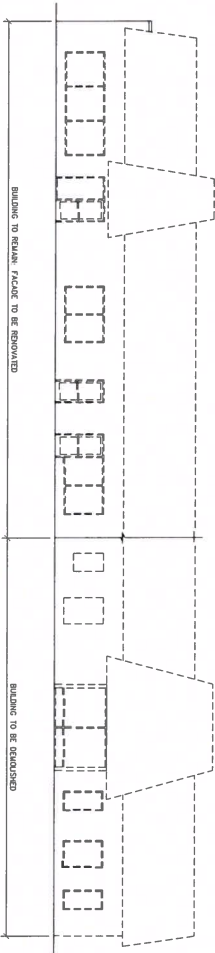
EXISTING NORTH EXTERIOR ELEVATION

1/8" = 1'-0"



EXISTING EAST EXTERIOR ELEVATION

1/8" = 1'-0"



EXISTING SOUTH EXTERIOR ELEVATION

1/8" = 1'-0"

ideal
DESIGNS
ARCHITECTURAL & INTERIOR DESIGN
2000 PANKOFF RD. NO.
SUITE A
FRANKFORD, ILLINOIS
T. (708) 407-8078
F. (773) 333-7900
info@idealdesigns.com
www.idealdesigns.com

RENOVATIONS FOR
TOM CACHEY
7050-7068 171ST STREET
TINLEY PARK, IL

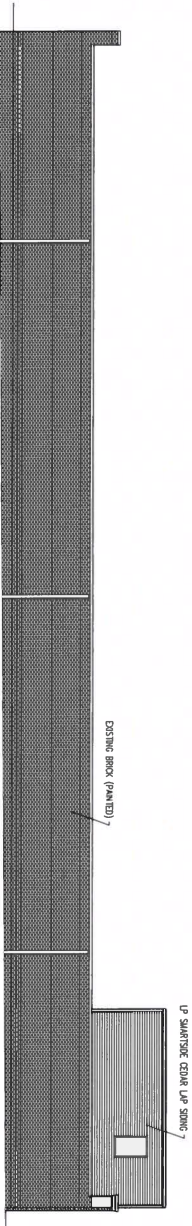
DATE	EXP. DATE

REV.	DATE	REV. PER

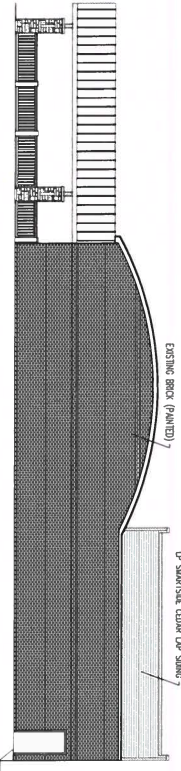
DATE: 04-16-20
DRAWN BY: SR
PRECEDS NO:
PROJECT NO: 19112

SHEET NUMBER
A-3

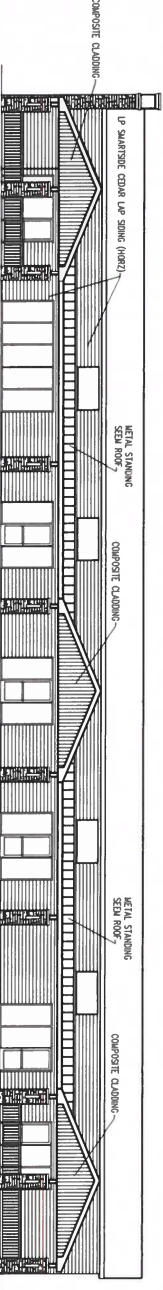
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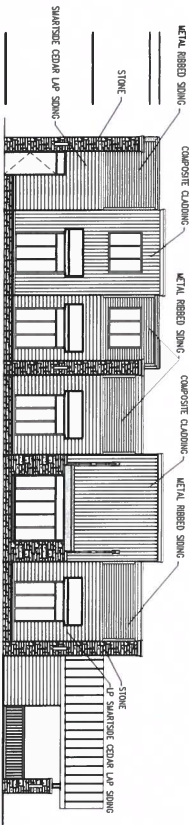
PROPOSED WEST EXTERIOR ELEVATION



PROPOSED NORTH EXTERIOR ELEVATION



PROPOSED EAST EXTERIOR ELEVATION



PROPOSED SOUTH EXTERIOR ELEVATION

DATE

EXP. DATE

REVISIONS

REV # DATE REV PER

DATE

04-16-20

DRAWN BY

SR

PROJECT NO

19112

SHEET NUMBER

A-4

RENOVATIONS FOR

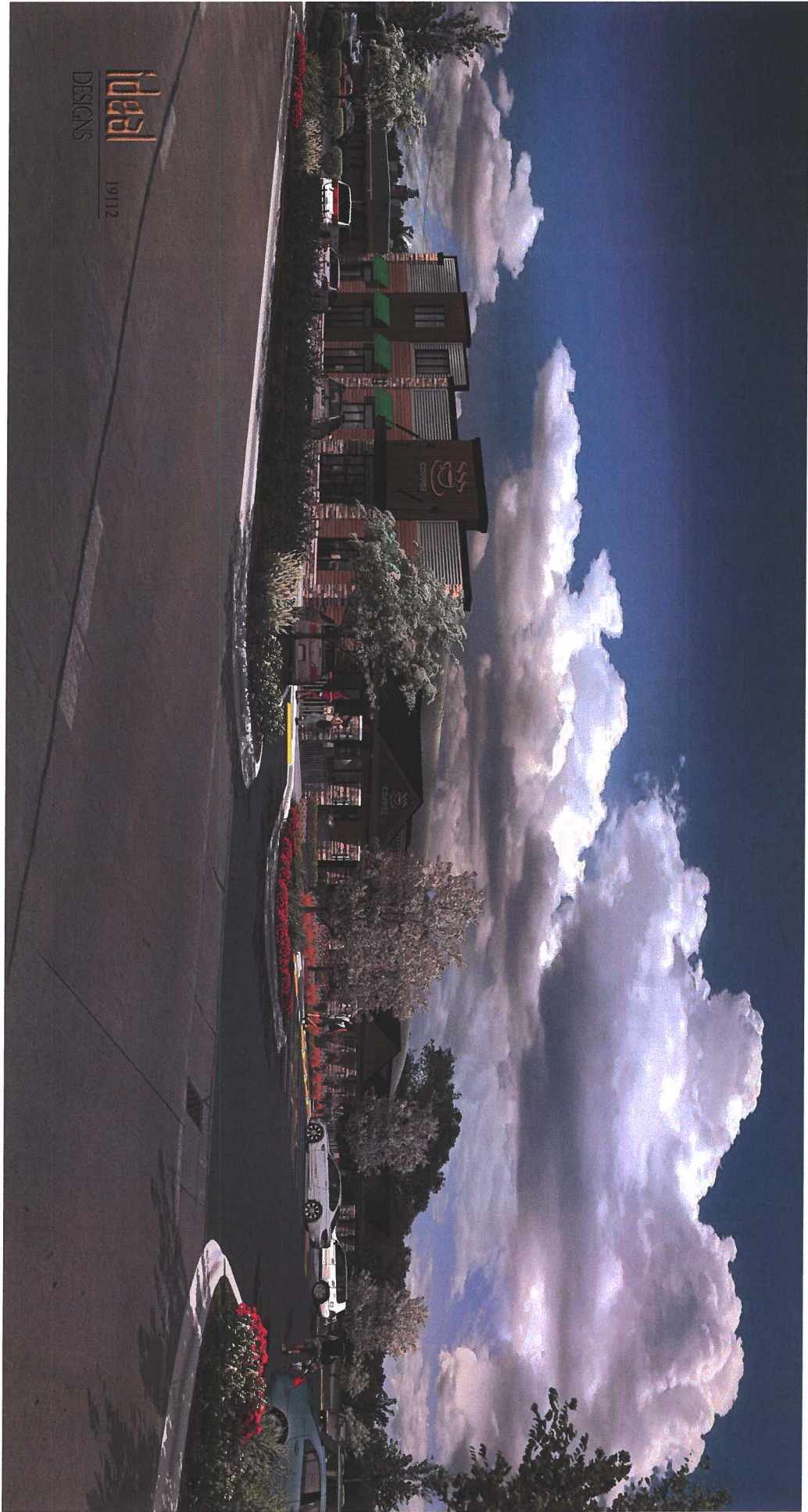
TOM CACHEY

7050-7068 171ST STREET

TINLEY PARK, IL

Ideal
DESIGNS

ARCHITECTURAL SERVICES
20800 PRAIRIEVIEW SQ. RD.
FRANKFORD, ILLINOIS
T. (708) 407-8028
F. (773) 315-7960
<http://www.idealindesigns.com>



LEGAL DESCRIPTION

LOT 12 AND LOT 11 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 10 IN ELDER'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACATIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVERTED BY DOCUMENT 377150) AS PER PLAT RECORDED APRIL 25, 1929 AS DOCUMENT 1035109A, IN COOK COUNTY, ILLINOIS.

PRELIMINARY ENGINEERING PLANS

FOR

7050-7068 171st STREET

TINLEY PARK, ILLINOIS

INDEX OF PLAN SHEETS

1. COVER SHEET
2. PROJECT SPECIFICATIONS
3. MMWD GENERAL NOTES & SPECIFICATIONS
4. EXISTING CONDITIONS & REMOVAL PLAN
5. PRELIMINARY SITE PLAN
6. PRELIMINARY ENGINEERING, GRADING PLAN
7. PRELIMINARY ENGINEERING, UTILITY PLAN
8. CONSTRUCTION DETAILS

LOCATION MAP

NOT TO SCALE



NOTES:

1. THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, THE PHONE, FIBER OPTIC, ELECTRIC, CABLE TV AND PIPES LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT FILE# 1-900-892-0121 OR 811) AND ALL OTHER UTILITY OWNERS WHICH ARE IN THE PROJECT LIMITS BEFORE COMMENCING EXCAVATION.
2. THE MINIMUM PROJECT QUALITY UTILITY INFORMATION IN THIS PLAN IS LEVEL 1. THIS UTILITY OF QUALITY LEVEL 1 WAS DETERMINED ACCORDING TO THE GUIDELINES OF C1, AASCT 3042 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SURFACE UTILITY DATA."

SURFACE WATER DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE GRABBER OF SURFACE WATERS WILL NOT BE CHARGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF OR THAT ANY SUCH SURFACE WATER DRAINAGE WILL BE CHARGED. REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS AND PUBLIC WEIRS OR DRAINS WHICH THE GRABBER HAS CURRENTLY ACCREDITED DRAINAGE PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THESE LOT IMPROVEMENTS.

DATED 26 DAY OF APRIL, 2003

 COUNTY CLERK



BENCHMARKS

INITIAL DISCHARGE: MOS CONTROL MONUMENT ME1944.
ELEVATION: 698.52 NAVD 83
SITE INFORMATION: SOUTHEAST FLANGE BOLT ON FIRE HYDRANT
LOCATED AT THE SOUTHEAST CORNER OF 17151 AVENUE AND 7
STREET
ELEVATION: 698.54

PARCEL IDENTIFICATION

NUMBER
26-30-113-003-0000
26-30-113-023-0000

SITE DATA

AREA: 52,393 SQUARE FEET
OR 1.20 ACRES

REVISIONS

[illegible]

PRELIMINARY ENGINEERING PLANS
FOR

7050-7068 171ST STREET
TINLEY PARK, ILLINOIS

T.J. CACHEY BUILDERS, INC. II
9961 W. 151ST STREET
ORLAND PARK, ILLINOIS 60462
(708) 349-1575

LEGEND

[illegible]

CALL 1-800-892-0123 or 81

AT LEAST 48 HOURS (2 WORKING
DAYS) BEFORE YOU DIG
WWW.ILLINOISICALL.COM

REVIEW SET
NOT FOR CONSTRUCTION

○ —

COVER SHEET

[illegible]

[illegible]

T.J. CACHEY BUILDERS, INC. II
9961 W. 151ST STREET
ORLAND PARK, ILLINOIS 60462
(708) 349-1575

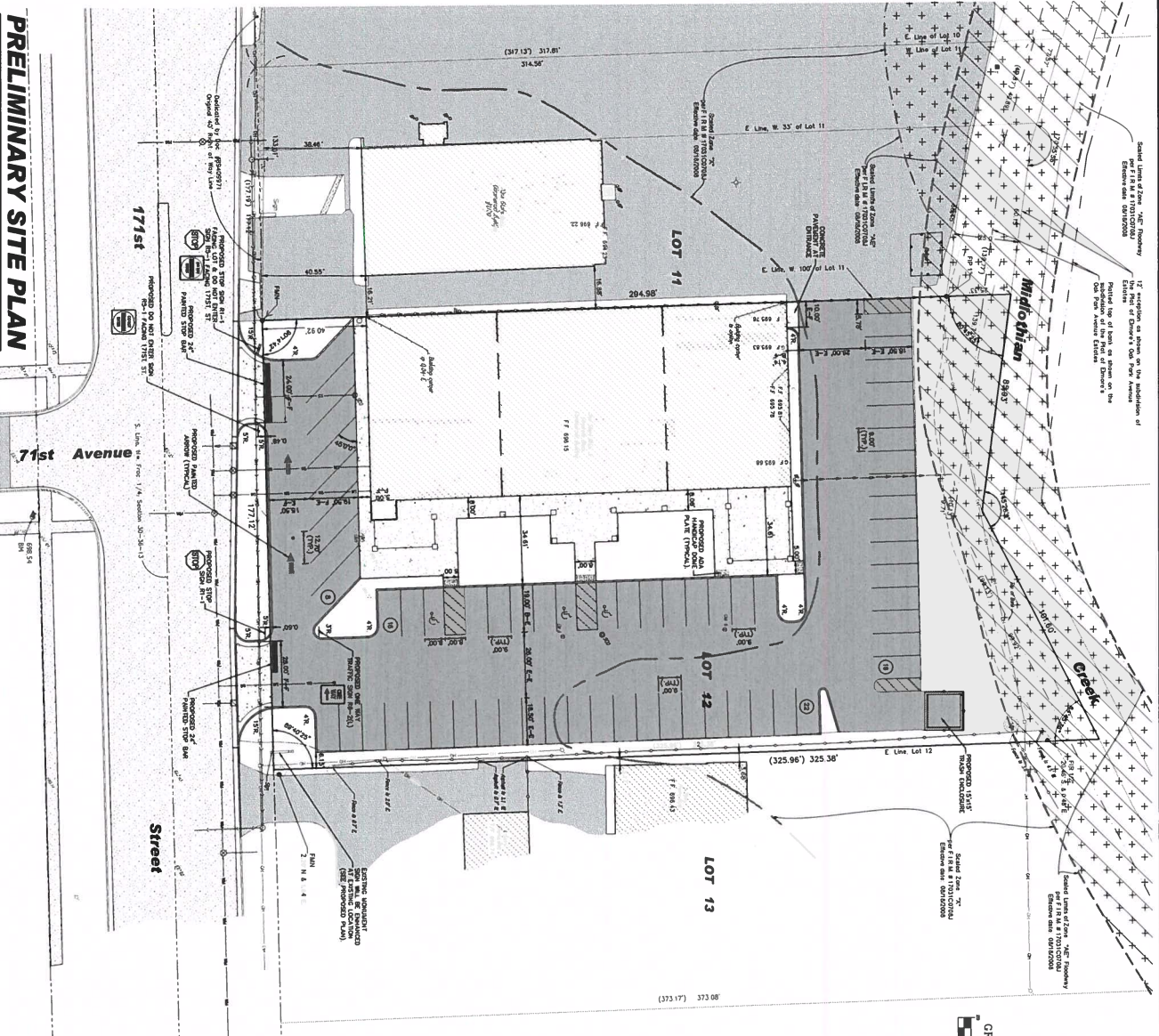
PRELIMINARY ENGINEERING PLAN
FOR
7050-7068 171ST STREET
TINLEY PARK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

EXISTING CONDITIONS & REMOVAL PLAN

4

PRELIMINARY SITE PLAN



NOTES

ALL DIMENSIONS TO THE BACK OF CURB UNLESS NOTED OTHERWISE.

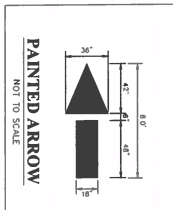
ZONE: NE PLANNING DEPARTMENT FOR ITS PROFILE.

CHANGING RETAIL COUNT

RETAIL COUNT OF 3000

RETAIL COUNT OF 3000

TOTAL RETAIL COUNT: 6000



REVIEW SET
NOT FOR CONSTRUCTION

5 OF 8



DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

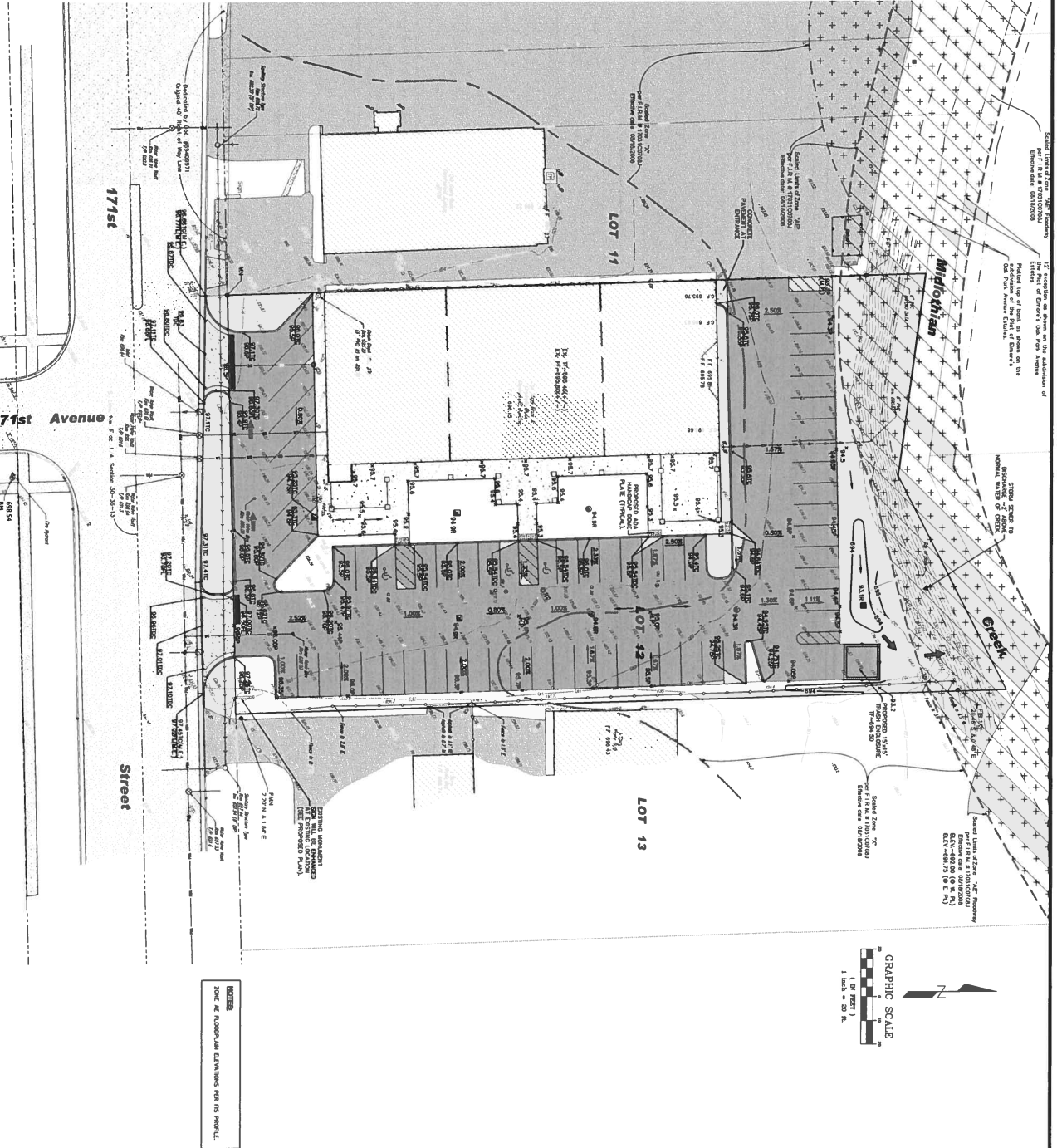
**PRELIMINARY ENGINEERING PLAN
FOR**
**7050-7068 171ST STREET
TINLEY PARK, ILLINOIS**

T.J. CACHEY BUILDERS, INC. II
9961 W. 151ST STREET
ORLAND PARK, ILLINOIS 60462
(708) 349-1575

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	04-03-20	PER VILLAGE REVIEW	503
2	04-14-20	PER VILLAGE REVIEW	503

PRELIMINARY SITE PLAN

PRELIMINARY ENGINEERING GRADING PLAN



REVIEW SET
 NOT FOR CONSTRUCTION

DEI
 DESIGNTEK ENGINEERING, INC.
 CONSULTING CIVIL ENGINEERING & LAND SURVEYING
 9930 W. 150TH STREET, SUITE L
 MOKENA, ILLINOIS 60448
 (708) 326-4961
 FAX (708) 326-4962
 IL PROF. LIC. NO.: 184-003740

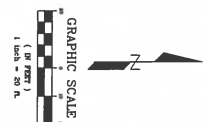
PROJECT INFORMATION
 Project No.: 19-0051
 Scale: 1" = 20'
 Date: 03-04-2020
 Drawn By: NGA
 Checked By: JGS

PRELIMINARY ENGINEERING PLAN FOR
 7050-7068 171ST STREET
 TINLEY PARK, ILLINOIS

T.J. CACHEY BUILDERS, INC. II
 9961 W. 151ST STREET
 ORLAND PARK, ILLINOIS 60462
 (708) 349-1575

REVISIONS		
NO.	DATE	DESCRIPTION
1	04-13-20	PER VILLAGE REVIEW
2	04-14-20	PER VILLAGE REVIEW

8 of



6" PRESSURE CONNECTION TO EX. 10" WATERMAIN IN 48" VAULT
SEE 697.08 (M.F. PAYMENT)

1	15° E/S W/PAVE NW 6820.05	5	48° DA, W.H., O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)
2	48° DA, C.R. HANCOCK, O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)	6	48° DA, W.H., O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)
3	48° DA, W.H. HANCOCK, O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)	7	48° DA, W.H., O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)
4	48° DA, W.H. HANCOCK, O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)	8	48° DA, W.H., O.L. NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP) NW 6820.05 (N.E., 15° ROP)

ROADWAY: EAW 75252 & EAW 75253
 CRASS: EAW 6527
 (UNLESS OTHERWISE NOTED ON PLANS)

NOTED
ALL RADE INDICATED TO THE BACK OF CURB UNLESS
NOTED OTHERWISE.

[illegible]

T.J. CACHEY BUILDERS, INC. II
9961 W. 151ST STREET
ORLAND PARK, ILLINOIS 60462
(708) 349-1575

PRELIMINARY ENGINEERING PLAN
FOR
7050-7068 171ST STREET
TINLEY PARK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PRELIMINARY ENGINEERING: UTILITY PLAN

STORM MANHOLE TYPE A

NOT TO SCALE

CATCH BASIN TYPE A

NOT TO SCALE

CATCH BASIN TYPE C

NOT TO SCALE

INLET TYPE A

NOT TO SCALE

STOP SIGN DETAIL - U POST

NOT FOR CONSTRUCTION

TRENCH SECTION

NOT TO SCALE

TRENCH SECTION FOR WATER MAIN

NOT TO SCALE

VALVE VAULT FOR PRESSURE CONNECTION

NOT TO SCALE

FIRE HYDRANT

NOT TO SCALE

STOP SIGN DETAIL - U POST

NOT FOR CONSTRUCTION

B-4.1 CURB AND CUTTER

NOT TO SCALE

CONCRETE BARRIER CURB

NOT TO SCALE

HEADER WALK

NOT TO SCALE

SIDWALK

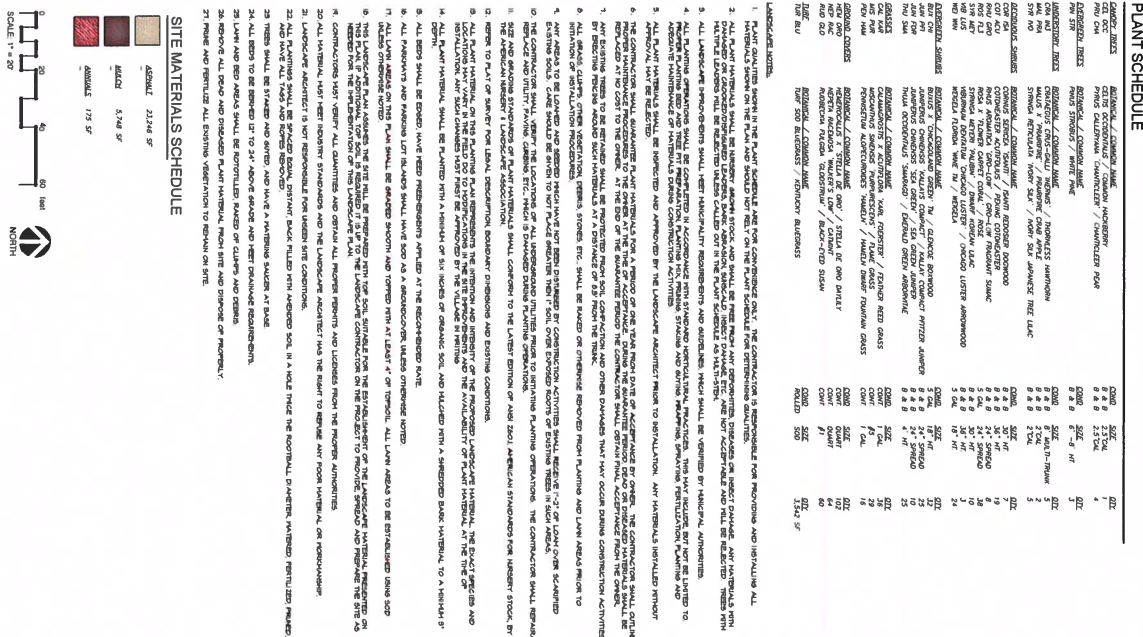
NOT TO SCALE

HANDICAP SIGN POST

NOT TO SCALE

HANDICAP PARKING SIGN

NOT TO SCALE

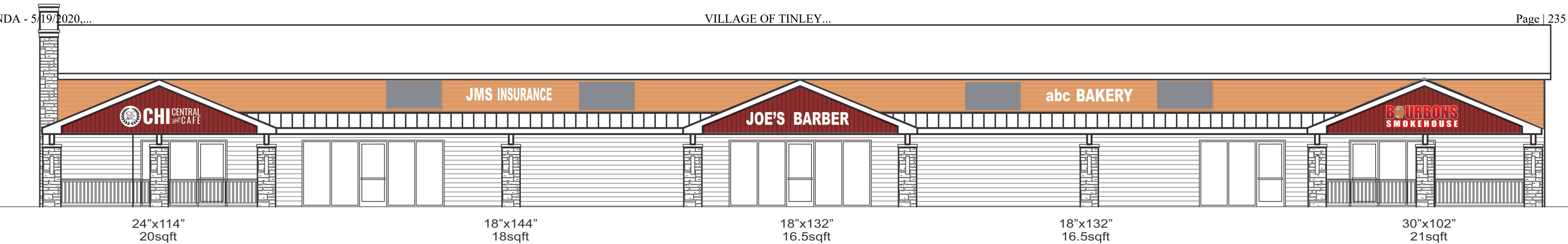
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LANDSCAPE NOTICE

- [illegible]

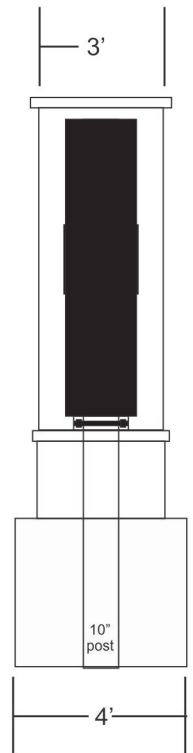
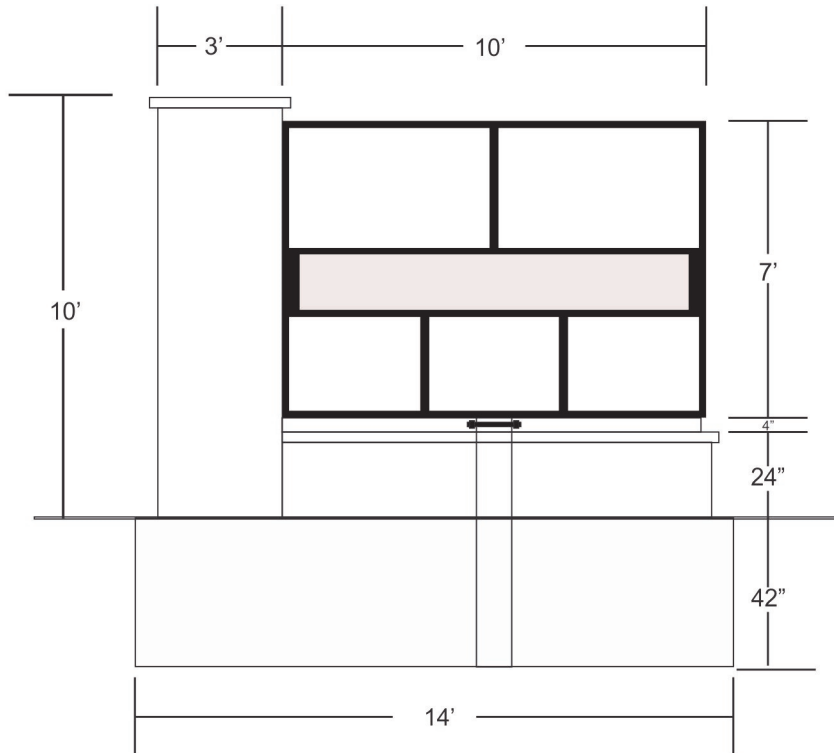
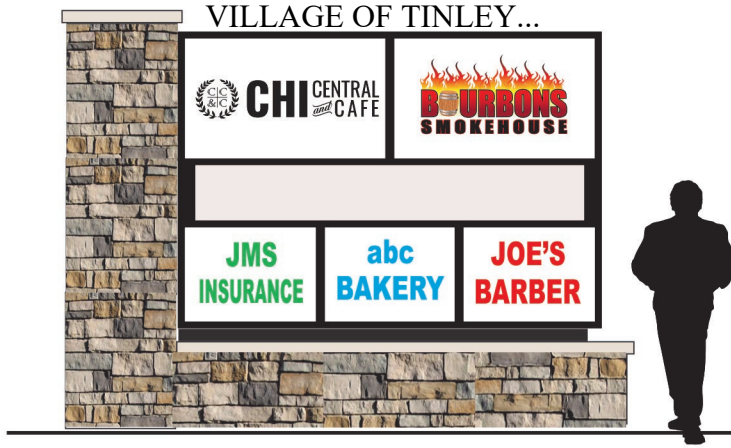
SITE MATERIALS SCHEDULE

		
ANIMALS	MULCH	ASPHALT
175 SF	5,748 SF	21,246



PROPOSED EAST EXTERIOR ELEVATION

1/8" = 1'-0"



7'x10'x20" illuminated sign
with 16"x115.6" area for LED display

* Sign to be located 1' in from property line

NOTE: This design is the property of Signs of Life. Any unauthorized use will be subjected to the law accordingly.

I have reviewed the layout of all design elements (logos, fonts, colors, etc.)
I have checked the copy, spelling, and punctuation and approve.
Colors may vary due to monitor and printer settings.
By signing, I approve this artwork to be produced and take full responsibility for any errors.

Approval :

Date:

SIGNS OF LIFE inc.

SIGNS · VEHICLE LETTERING & WRAPS · DECALS · BANNERS

2 Ford Dr. Suite F
New Lenox, IL. 60451

815-463-1343
SIGNS OF LIFE INC.com

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE
NO. 2020-O-027

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
PROPERTY LOCATED AT 7050-7068 171ST STREET**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-027**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR PROPERTY
LOCATED AT 7050-7068 171ST STREET**

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

WHEREAS, a petition for granting certain bulk, parking, and signage variations (“Variations”) to redevelop certain property at 7050 - 7068 171st Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by the contract purchaser Thomas Cachey (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variations should be granted on May 7, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission vote 9-0 and has filed its report and findings and recommendations that the proposed Variations be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Variations; 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 facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Variations as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has provided the following draft Findings of the Statutorily required Standards for the Commission's review.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

- *The property is a redevelopment site with limited ability to expand the size, dimensions, and setbacks of the existing building and layout. The Variations allow the fairly small and limited sized lot to be reasonably developed with commercial uses permitted in the zoning district. Variations have been reduced or eliminated where physically and economically feasible.*

2. The plight of the owner is due to unique circumstances.

- *The small property is existing and was developed under previous zoning codes. Existing non-conformities offer a challenging situation for the redevelopment to remain technically and economically feasible.*

3. The Variation, if granted, will not alter the essential character of the locality.

- *The lot Variations will be similar to other properties that were previously developed in the area in regards to the parking location, building setbacks, and sign setbacks. Exterior building materials in the area vary greatly, and the redevelopment is expected to improve the area's appearance.*

4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:

- a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval and Architectural Review approval. Specific findings are not required, however the proposed site plan and building design must meet these standards.

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with “Building Articulation” (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it’s the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed

with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.

- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

SECTION 3: That the Variations as set forth herein below shall be applicable to the following described property

LEGAL DESCRIPTION:

LOTS 12 AND 11 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 10 IN ELMORES OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 10351098, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-113-005-0000 & 28-30-113-025-0000

COMMONLY KNOWN AS: 7050 – 7068 171st Street, Tinley Park, Illinois

SECTION 4: That the following Variations are hereby granted to the Petitioner in the B-3 (General Business & Commercial) Zoning District at the above-mentioned property to construct a mixed-use property with approximately 12,000 sq. ft. of commercial space and a 800 sq. ft. one-bedroom second-floor apartment:

1. Exterior Masonry (Existing, Improved Condition) – A Variation from Section V.C.7.F. and Section V.C.7.G. of the Zoning Ordinance to permit the proposed façade renovations to utilize non-masonry materials (fiber cement board and EIFs) above the 15% maximum amount per façade and permit the exterior to utilize no face brick; approval will be based upon the proposed elevations.
2. Parking (Existing, Improved Condition) – A 22 parking stall Variation from Section VIII.A.10. of the Zoning Ordinance to permit 60 parking stalls instead of the required minimum of 82 stalls for the proposed commercial building. The proposal includes a reduction of the existing floor area and the addition of 16 total parking stalls.
3. Front Yard Parking (Existing, Improved Condition) – A Variation from Section VIII.7. of the Zoning Ordinance to permit parking stalls to be located in a required front yard.
4. Front Yard Structure Setback (Existing) – A 5.5-foot Variation from Section V.B. Schedule II (District Regulations) of the Zoning Ordinance to permit a 19.5-foot front yard building setback, instead of the required minimum of 25 feet.
5. Public Sidewalk (Existing) – A Variation from Section F.2. of the Subdivision and Development Code to permit the development without installation of a public sidewalk along the public street frontage.
6. Freestanding Sign Setback (Existing, Improved Condition) – A nine-foot Variation from Section IX.D.2.c. of the Zoning Ordinance to permit a freestanding sign to be setback one foot instead of the required minimum of ten feet.

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

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

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

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-027 “AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR PROPERTY LOCATED AT 7050-7068 171ST STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

May 7, 2020 – Workshop/Public Hearing

Zoning Code Text Amendment -Temporary Use for Warehouse/Distribution Uses

Petitioner

Village Tinley Park

Municipal Code

Zoning Code

Approvals Sought

Text Amendment

Project Planner

Paula J. Wallrich, AICP
Acting Director of
Community Development

BACKGROUND

The Village allows for certain temporary uses under Section V.C.11. of the Zoning Ordinance. These uses cover such operations as temporary offices for the sale of rental property, a temporary yard for construction materials, sale of holiday trees, or seasonal vegetation and carnivals. Consideration of any other kind of temporary use requires a text amendment to the Zoning Ordinance.

Pete's Fresh Market recently purchased the former K-Mart property at 16300 Harlem Avenue and has presented a conceptual development proposal (attached) that includes new construction of a 74,000 sq. ft. grocery store and 43,000 sq. ft. retailer. They also propose to redevelop the former K-Mart store to provide an additional +33,000 sq. ft. of retail space and +158,400 sq. ft. of accessory warehouse/distribution space. The proposal will require an amendment to the existing Park Place Planned Unit Development, which will be scheduled for review later this year. Due to COVID-19, Pete's Fresh Market has experienced increased demand for warehouse space at their existing warehouse facilities. Currently, their warehouses contain some non-grocery related items such as fixtures and equipment for their stores. They have requested to use the vacant K-Mart store to temporarily relocate these items to make room for more grocery related items in their existing warehouse facilities. They have also stated that during this time of COVID-19 they have been presented with purchasing opportunities for items of necessity that have been difficult to keep stocked in their stores. Therefore, they would also like the opportunity to use the Tinley Park property to store some of these products on a temporary basis as well.

DISCUSSION

Warehouse/distribution uses are defined as "*Warehouse, Distribution Plants and Wholesale Establishments are engaged in the storage, wholesale, or distribution of manufactured products, supplies and equipment, excluding bulk storage of material that are flammable or explosive.*" For purposes of this text amendment, staff is recommending the deletion of any reference to 'wholesale' uses as part of the temporary use.

Warehouse/distribution uses are permitted in the M1 (General Manufacturing) and MU-1 (Mixed Use Duvan Drive) zoning districts. The former K-mart site is zoned B-3 (General Business and Commercial District) and is a Planned Unit Development (PUD). Any consideration of permanent non-permitted uses on this site will require a substantial deviation of the PUD with a full submittal and refinement of the ultimate development proposal for the site. This could take up to a year to complete. Due to the urgency of the request, Staff has been requested to provide for this use to be considered as a temporary use. As stated above, the Zoning Ordinance currently only provides temporary use relief for certain listed uses. Warehousing or distribution uses are not listed as a permitted temporary use. The COVID-19 pandemic has created unique circumstances for our community. While Pete's Fresh Market has requested this use due to their operational needs, there may be similar requests for stockpiling or warehousing of goods in the future. Natural disasters, fires, or major interior renovations could require a retailer to request warehousing space on a temporary basis.

Due to the size requirements and ancillary truck traffic associated with warehouse/distribution uses, staff is recommending this temporary use be confined to B-3 districts only. There are several existing retail facilities in B-3 districts that currently warehouse their products and experience daily truck delivery. This zoning district is designed to accommodate more intense types of commercial uses. Retailers such as Sam's

Club, Target, Menards, and grocery stores typically maintain an inventory of their products on-site and have daily semi-trailer deliveries.

Staff is also recommending that no greater than 50,000 sq. ft. be devoted to this temporary use and that adequate site access is provided to accommodate anticipated traffic. This will limit any impact from truck traffic related to the temporary warehouse/distribution use. In addition, a six-month term is recommended as a condition of the temporary use, with the opportunity for one extension, for a total of no more than 12 months for the temporary use.

Temporary use permits are applied for through the Community Development Department. Currently, the Zoning Code references the "Building and Planning Department" in Section V.C.11. As part of this text amendment, staff is also recommending a simple clerical change to the current organizational structure, which is "Community Development Department (CD)." After review of the Temporary Use Permit by the CD department, the permit is then sent to the Village Board for approval. The Village Board may require that certain conditions relating to the public health, safety, or general welfare be complied with before the issuance of a Temporary Use Permit.

STAFF PROPOSAL

Staff proposes the following text amendments (additions in **bold**, deletions as ~~strikeouts~~, zoning text in *italics*):

(Section V.C.)

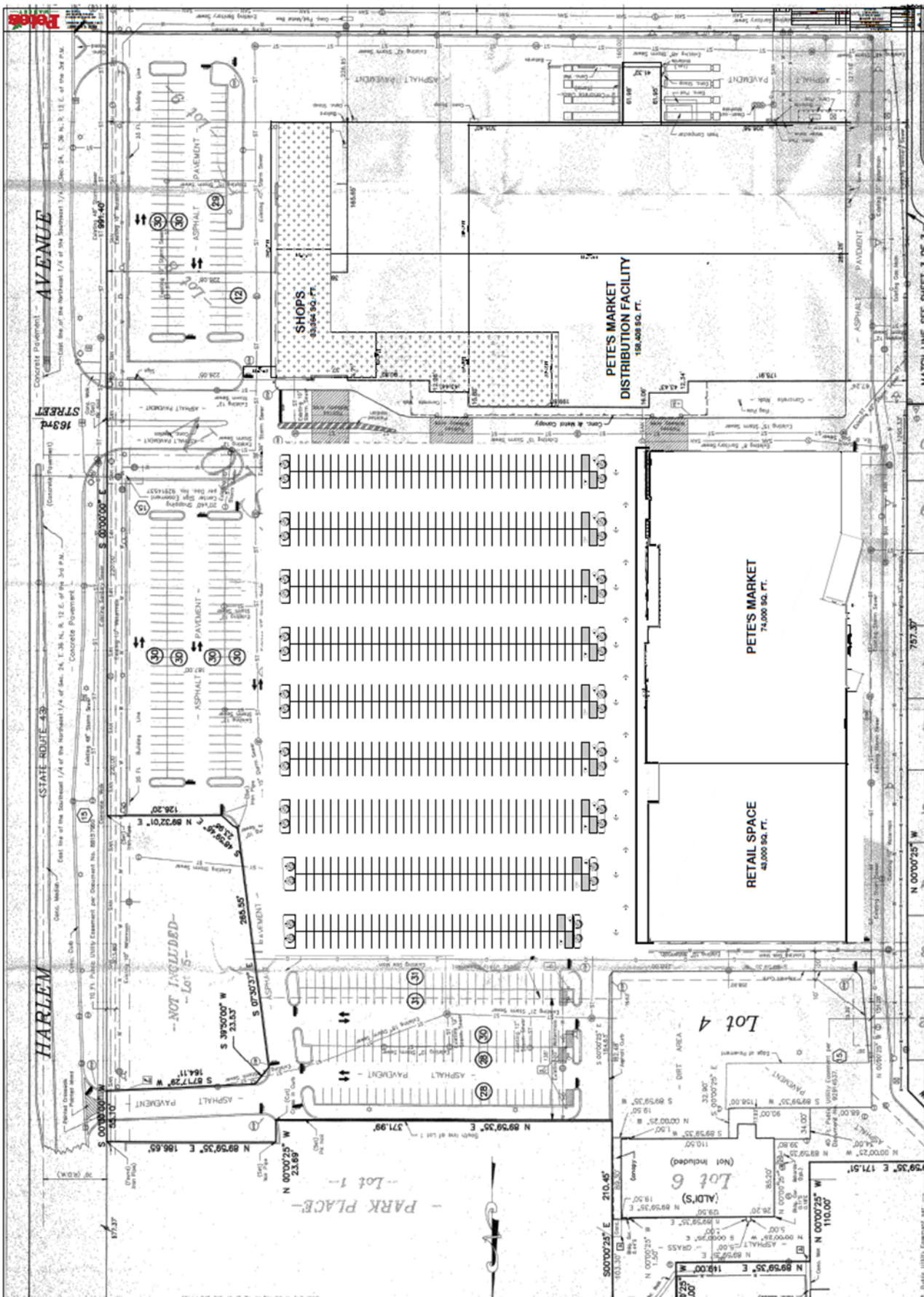
11. Temporary Uses: *Upon application to the ~~Building and Planning~~ Community Development Department, ~~'s review and recommendations by the Zoning Administrator and issuance of a permit therefore,~~ in accordance with Section X.L. (Temporary Use Permits) therefore, the following uses may be operated as temporary uses:*

H. Warehouse/Distribution uses, as defined in Section II.B. (Definitions), with the exception of any wholesale use, in the B-3 (General Business and Commercial District), provided that the space used for warehouse/distribution is no greater in size than 50,000 sq. ft.; that adequate delivery truck access and circulation are provided; and the permit is valid for no greater than six months, with the ability to allow for one six month extension, resulting in no greater than one year for the requested use.

RECOMMENDED MOTIONS

Motion 1

"...make a motion to recommend that the Village Board approve Text Amendments to Section V.C.11. (Temporary Uses) of the Village of Tinley Park Zoning Ordinance, as indicated in the Staff Report dated May 7, 2020. The proposed Text Amendment will provide for temporary warehouse/distribution uses in B-3 (General Business and Commercial District) zoning districts with conditions."



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-028

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
TINLEY PARK ZONING ORDINANCE ALLOWING WAREHOUSE/DISTRIBUTION
USES AS A TEMPORARY USE**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-028**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
TINLEY PARK ZONING ORDINANCE ALLOWING WAREHOUSE/DISTRIBUTION
USES AS A TEMPORARY USE**

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

WHEREAS, the Village of Tinley Park (“Village”) recently Section V.C.11 of the Zoning Ordinance provides for certain temporary uses which does not include warehouse/distribution uses; and

WHEREAS, there are certain conditions that may require a warehouse/distribution use on a temporary basis including but not limited to a pandemic, fire or flood that disrupts normal business operations; and

WHEREAS, the proposed text amendment was referred to the Plan Commission of the Village and was processed in accordance with the Village of Tinley Park Ordinance; and

WHEREAS, the Plan Commission held a Public Hearing on the proposed Amendments on May 7, 2020 by teleconference, per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 9-0 in favor to recommend said Amendment to the Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Amendment be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That Section V.C.11 of the Tinley Park Zoning Ordinance entitled “Temporary Uses” is hereby amended by adding the following underlined language and eliminating the Strikethrough language as follows:

11. Temporary Uses: Upon application to the Building and Planning Community Development Department’s review and recommendations by the Zoning Administrator and issuance of a permit ~~therefore~~, in accordance with Section X.L. (Temporary Use Permits), the following uses may be operated as temporary uses:

H. Warehouse/Distribution uses, as defined in Section II.B. (Definitions), with the exception of any wholesale use, in the B-3 (General Business and Commercial District), provided that the space used for warehouse/distribution is no greater in size than 50,000 sq. ft.; that adequate delivery truck access and circulation are provided; and the permit is valid for no greater than six months, with the ability to allow for one six month extension, resulting in no greater than one year for the requested use.

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

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

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

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-28, “AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE TINLEY PARK ZONING ORDINANCE ALLOWING WAREHOUSE/DISTRIBUTION USES AS A TEMPORARY USE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE MAY 7, 2020 REGULAR MEETING

ITEM #2 WORKSHOP/PUBLIC HEARING: Text Amendment - Temporary Uses

Consider recommending that the Village Board consider a proposed text amendment to the Tinley Park Zoning Ordinance clarifying Section V.C.11 (Temporary Uses). The purpose of this amendment is to allow for warehouse/distribution uses in a B-3 (General Business and Commercial District) with certain conditions.

Plan Commissioners present:

Chairman Garrett Gray (Participated electronically)
Mary Aitchison (Participated electronically)
Eduardo Mani (Participated electronically)
James Gaskill (Participated electronically)
Angela Gatto (Participated electronically)
Tim Stanton (Participated electronically)
Lucas Engel (Participated electronically)
Kehla West (Participated electronically)
Steven Vick (Participated electronically)

Plan Commissioners absent: None

Guests: None

A Motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER MANI to open the public hearing of
Text Amendment - Temporary Uses

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST, VICK and CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved by voice vote.

CHAIRMAN GRAY noted anyone wishing to speak on this matter will be sworn in before they speak after staff's presentation.

The Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

Paula Wallrich, Interim Community Development Director, presented the Staff Report for the Zoning Code Text Amendment – Temporary Use for Warehouse/Distribution Uses. Due to the recent purchase of the former K-Mart by Pete's Fresh Market at 16300 Harlem Avenue it became apparent through negotiations and discussions with them, that they have immediate needs on the site. They have presented a conceptual development proposal that includes

new construction of a 74,000 sq. ft. grocery store and 43,000 sq. ft. retailer. They also proposed to redevelop the former K-Mart store to provide an additional +33,000 sq. ft. of retail space and +158,400 sq. ft. of accessory warehouse/distribution space.

Due to COVID-19, Pete's Fresh Market has experienced increased demand for warehouse space at their existing warehouse facilities. Currently, their warehouses contain some non-grocery related items such as fixtures and equipment for their stores. They have requested to use the vacant K-Mart store to temporarily relocate these items to make room for more grocery related items in their existing warehouse facilities. They have also stated that during this time of COVID-19 they have been presented with purchasing opportunities for items of necessity that have been difficult to keep stocked in their stores. According to the current Ordinance there is no mechanism to address this. The proposal will require an amendment to the existing Park Place Planned Unit Development, to add one more temporary use to provide for warehousing distribution.

Traditionally you will see this use in the M-1 and MU-1 zoning districts. The former K-mart site is zoned B-3 and is a Planned Unit Development. Any consideration of permanent, non-permitted uses on this site will require a substantial deviation of the PUD with a full submittal and refinement of the ultimate development proposal for the site. This could take up to a year to complete. Due to the urgency of the request, Staff has been requested to provide for this use to be considered as a temporary use. Due to the COVID-19 pandemic, it has created a unique circumstance for the community. While Pete's Fresh Market has requested this use due to their operational needs, there may be similar requests for stockpiling or warehousing of goods in the future. Natural disasters, fires, or major interior renovations could require a retailer to request warehousing space on a temporary basis.

Due to the size requirements and ancillary truck traffic associated with warehouse/distribution uses, staff is recommending this temporary use be confined to B-3 districts only. There are several existing retail facilities in B-3 districts that currently warehouse their products and experience daily truck delivery. This zoning district is designed to accommodate more intense types of commercial uses. Retailers such as Sam's Club, Target, Menards, and grocery stores typically maintain an inventory of their products on-site and have daily semi-trailer deliveries.

Staff is also recommending that no greater than 50,000 sq. ft. be devoted to this temporary use and that adequate site access is provided to accommodate anticipated traffic. This will limit any impact from truck traffic related to the temporary warehouse/distribution use. In addition, a six-month term is recommended as a condition of the temporary use, with the opportunity for one extension, for a total of no more than 12 months for the temporary use.

Temporary use permits are applied for through the Community Development Department. Currently, the Zoning Code references the "Building and Planning Department" in Section V.C.11. As part of this text amendment, staff is also recommending a simple clerical change to the current organizational structure, which is "Community Development Department (CD)." After review of the Temporary Use Permit by the CD department, the permit is then sent to the Village Board for approval. The Village Board may require that certain conditions relating to the public health, safety, or general welfare be complied with before the issuance of a Temporary Use Permit.

Staff Proposes the following text amendments:

(Section V.C.)

11. Temporary Uses: ~~Upon application to the Building and Planning Department's review and recommendations by the Zoning Administrator and issuance of a permit therefore, in accordance with Section X.L. (Temporary Use Permits) therefore, the following uses may be operated as temporary uses:~~

H. Warehouse/Distribution uses, as defined in Section II.B. (Definitions), with the exception of any wholesale use, in the B-3 (General Business and Commercial District), provided that the space used for warehouse/distribution is no greater in size than 50,000 sq. ft.; that adequate delivery truck access and circulation are provided; and the permit is valid for no greater than six months, with the ability to allow for one six month extension, resulting in no greater than one year for the requested use.

CHAIRMAN GRAY asked the Commissioners if they had additional comments.

CHAIRMAN GRAY noted he thought this was a good idea and like the 6 month term with one extension.

CHAIRMAN GRAY asked if there were any comments from the public.
There were none.

A Motion was made by COMMISSIONER STANTON, seconded by COMMISSIONER ENGEL to close the public hearing of
Text Amendment - Temporary Uses

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST, VICK and
CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved by voice call.

A motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL to recommend that the Village Board approve Text Amendments to Section V.C.11. (Temporary Uses) of the Village of Tinley Park Zoning Ordinance, as indicated in the Staff Report dated May 7, 2020. The proposed Text Amendment will provide for temporary warehouse/distribution uses in B-3 (General Business and Commercial District) zoning districts with conditions.”

All Commissioners participated electronically.

AYE:

COMMISSIONERS AITCHISON, MANI, GASKILL, GATTO, STANTON, ENGEL, WEST, VICK and
CHAIRMAN GRAY.

NAY:

None

CHAIRMAN GRAY declared the motion approved by roll call.

This item will go to the Village Board for approval on Tuesday, May 19, 2020.

**Interoffice****Memo**

Date: May 19, 2020

To: Dave Niemeyer, Village Manager

From: Paula J. Wallrich, AICP
Community Development Director

Subject: Temporary Use Permit for Pete's Fresh Market warehouse/distribution

BACKGROUND

At the May 5, 2020 Committee of the Whole meeting staff was directed to proceed with a text amendment to the Zoning Ordinance to allow warehouse/distribution uses as a temporary use in Section V.C.11 of the Code. Staff prepared the amendment and presented it to the Plan Commission at a public hearing held on May 7, 2020. The Plan Commission unanimously recommended the proposed amendment to the Village Board for approval with conditions. The amendment is under consideration at the May 19th meeting.

DISCUSSION

As part of the text amendment approval the following conditions were approved for all warehouse/distribution temporary uses:

- Restricted to the B-3 district (General Business and Commercial District);
- Excludes wholesale uses;
- No greater than 50,000 sq. ft. used for the temporary use;
- Adequate delivery truck access and circulation is provided; and
- The permit is valid for no greater than one year in six months terms.

Additionally, as part of the temporary use permit for Pete's Fresh Market (PFM) warehouse/distribution center, staff is recommending the following conditions to the permit:

- Hours of operation to match Village code (7:00 am – 10:00 pm);
- Subject to building and fire safety inspection and approval;
- Approval of truck route;
- Warehouse will be used for the storage of equipment currently stored in other PFM warehouses;
- No permanent racking system to be installed;
- Parking lot maintenance (pot holes);
- Adequate lighting provided;
- Installation of security cameras;

RECOMMENDATION

Approve the temporary use permit for warehouse/distribution uses for Pete's Fresh Market for a 6 month period with conditions as listed above. Staff will review their application submittal and ensure all conditions are met.




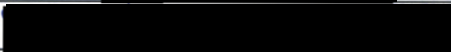
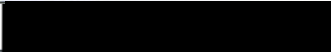


VILLAGE OF TINLEY PARK, ILLINOIS
TEMPORARY USE PERMIT APPLICATION

This application must be completed in full and returned to the Village of Tinley Park Building Department
Please provide information for all categories below. Please note that this application is not a Certificate of Occupancy which requires final occupancy once all conditions have been met.

ADDRESS OF PROPERTY: 16300 S. Harlem Ave. Suite/Unit # _____PROPOSED USE OF PROPERTY: warehouseZONING OF THE PROPERTY: retail


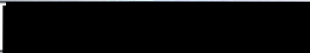

APPLICANT INFORMATION:

Name:	<u>Stephanie Premonas - Pete's Market</u>		
Mailing Address:	<u>4333 S. Alsask Rd, Chicago IL 60632</u>		
Phone (Primary)		Phone (Secondary)	
Email:		Fax:	



CURRENT PROPERTY OWNER INFORMATION

Name:	<u>Same as above</u>		
Mailing Address:			
Phone (Primary)		Phone (Secondary)	
Email:		Fax:	

MANAGEMENT COMPANY INFORMATION (if applicable)

Name:	<u>JD Real Estate -</u>		
Mailing Address:	<u>Same as above</u>		
Phone (Primary)		Phone (Secondary)	
Email:		Fax:	

INSPECTION CONTACT INFORMATION:

Name of Person to Contact for Inspections:	<u>Eugene G.</u>		
Contact's Affiliation with Business Owner or Property Owner:	<u>General contractor</u>		
Phone (primary)		Email:	

Secondary - Petro Drimonas


BEFORE signing, please insure that ALL Requested Information Above is Provided. Incomplete Forms cannot be accepted.

Applicant Printed Name:

Petro Diimonas

Applicant Signature:



Date:

*5-13-2020**Project Mgr.*

Please list attachments here:

- ☐ Site Plan (dimensioned and drawn to scale)
- ☐ Plat of Survey
- ☐ Exterior Elevations if changes are proposed

SITE INFORMATIONTerm of temporary use: 6 monthsSquare Footage of entire building: 170KSquare Footage of interior space to be used by the temporary use: 50KWill there be modifications to the interior of the building? ☒ No ☐ Yes (permits required)

If yes, please describe:

Will there be modifications to the exterior of the building? ☒ No ☐ Yes (permits required)

If yes, please describe:

Will there be modifications to the lighting on the property? ☒ No ☐ Yes (permits required)

If yes, please describe:

yes - If requiredWill there be any outdoor space used by the temporary use (outdoor storage, parking, loading)? ☒ No ☐ Yes

If yes, please describe how the outdoor space will be used and provide a site plan depicting the area to be used (including dimensions and total area)

Total Number of Parking Spaces in entire lot: ~~111~~ 1336Number of Accessible Parking Spaces in entire lot: 28Will there be modifications to the parking lot? ☒ No ☐ Yes (permits required)Will there be modifications to the landscaping on the site? ☒ No ☐ Yes (permits may be required)Will the temporary use occupy any parking spaces? ☒ No ☐ Yes (how many? _____)Will temporary signage be erected on the site? ☒ No ☐ Yes (temporary sign application required)**OPERATIONS INFORMATION**Hours of operation: 6AM - 7pmWill there be deliveries made to the site? ☐ No ☒ Yes

If yes, please describe kind of delivery vehicle and frequency of deliveries (Please provide a dimensioned site plan noting truck route)

Semi-trucks to deliver equipment
pickup trucks for small equipmentWill there be outdoor storage of vehicles overnight? ☐ No ☐ Yes

If yes: Number of Vehicles _____ Weight type _____ Plate type of vehicles _____

OFFICE USE ONLY:

INSPECTION DATE: _____

INSPECTION REPORT SENT TO APPLICANT: _____ (Date)

RE-INSPECTION DATE: _____ ☐ Pass ☐ Fail

CERTIFICATE OF OCCUPANCY ISSUED:

TERM OF TEMPORARY USE: _____



Interoffice Memo

Date: May 19, 2020

To: Village Board

CC: David Niemeyer, Village Manager
Paula Wallrich, Acting Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: 16300 S. Harlem Ave- Class 7b- Pete's Fresh Market



BACKGROUND

James Dremonas (Applicant) of 163rd & Harlem, LLC, proposes to invest an estimated \$29,250,000 for the renovation of the vacated K-Mart structure (16300 S. Harlem Avenue) and construction of approximately 117,000 sq. ft. of new retail space for the purposes of a Pete's Fresh Market and other retail uses. (See attached conceptual plan) This location has been 100% vacant since November 2014 and requires significant improvements. 163rd & Harlem LLC recently purchased the subject property.

There are two components to the project. First, the applicant will complete a significant rehabilitation of the existing abandoned K-Mart building which will include an expansion of the building to the east to enclose the former outdoor sales and garden area. Approximately 158,408 sq. ft. of this building will be used as a warehouse/distribution facility. The applicant will complete the rehabilitation of the remaining 33,364 sq. ft. for additional retail spaces.

Second, the Applicant plans to construct approximately 117,000 sq. ft. of new retail space on the west side of the property. Pete's Fresh Market will occupy approximately 74,000 sq. ft. of the new facility to operate as a supermarket. The plan is for a large retail tenant to occupy the remaining 43,000 square feet.

The Village of Tinley Park can expect 163rd & Harlem, LLC to increase the property tax value of the location and result in an increase in sales taxes. In addition, the applicant expects to create 40-60 construction jobs. Once the project is complete, they expect to hire 30-40 full-time employees for the distribution facility and approximately 170 employees for the supermarket (155 full-time and 15 part-time) and generate \$50-60,000,000 in annual gross sales. They expect the other retail tenants to create 30-60 jobs and generate approximately \$10,000,000 in annual gross sales.



On February 5, 2019, the Village Board approved Ordinance 2019-O-008 designating the area commonly known as 159th and Harlem as blighted. This designation is the first requirement to qualify for Cook County's Class 7 Assessment Program. The blighted designation allows for current / future developers and businesses the ability to immediately access Cook County Class 7 incentives with Village approval to attract investment in high vacancy and underdeveloped areas. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 7 incentives.

The Applicant has retained the counsel of Sarnoff Baccash, a property tax law firm located in Chicago, Illinois, to assist with preparing the Class 7b application for Village and Cook County submittal.

DISCUSSION

The Applicant is requesting a Class 7b Incentive on approximately 33,364 square feet of the existing building and the parking lot for additional retail spaces, as well as the construction of a new building at 16300 S. Harlem Ave. (PIN: 27-24-202-020-0000; 27-24-202-021-0000). The Applicant has stated "but for . . ." the Class 7b reclassification, the development of this property will likely not be feasible. Cook County provides the Class 7b Incentive Program that allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. Class 7b reclassifications provide an assessment of 10% of market value for the first ten (10) years, 15% in the 11th year, and 20% in the 12th year.

The Class 7b Incentive Program is intended to spur development in areas determined to be "in need of commercial development," commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible without the incentive.

The twelve-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 7b incentives and the competition with Will County and Indiana taxes.

Incentive Policy Checklist

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 7b Incentive Program.
2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. The project will create over 25 jobs as outlined in section B-1.
4. As a project expected to exceed \$1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.
5. The project has an annual retail sales of at least \$5 million as outlined in section B-5.

Strategic Plan Checklist

- Economic Development Strategy 3: The Harlem Retail Corridor south of 159th has suffered higher than normal vacancy rates. Moving forward with this project would help fill a large vacancy and encourage additional retailers to occupy vacancies surrounding this area.

Benefits

The project will be an enhancement to the Village by occupying an existing vacant building and completing a substantial rehabilitation while building a new facility in an area previously designated as blighted by the Village. It will create over 200 jobs between all of the retail locations and distribution facility and increase property tax value and sales tax revenue.

The proposed reclassification resolution also includes an agreement between 163rd & Harlem LLC and the Village obligating the Applicant to certain conditions of their proposed development. Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 7b Assessment Classification on the Property. The conditions for the Pete's Fresh Market development are summarized below:

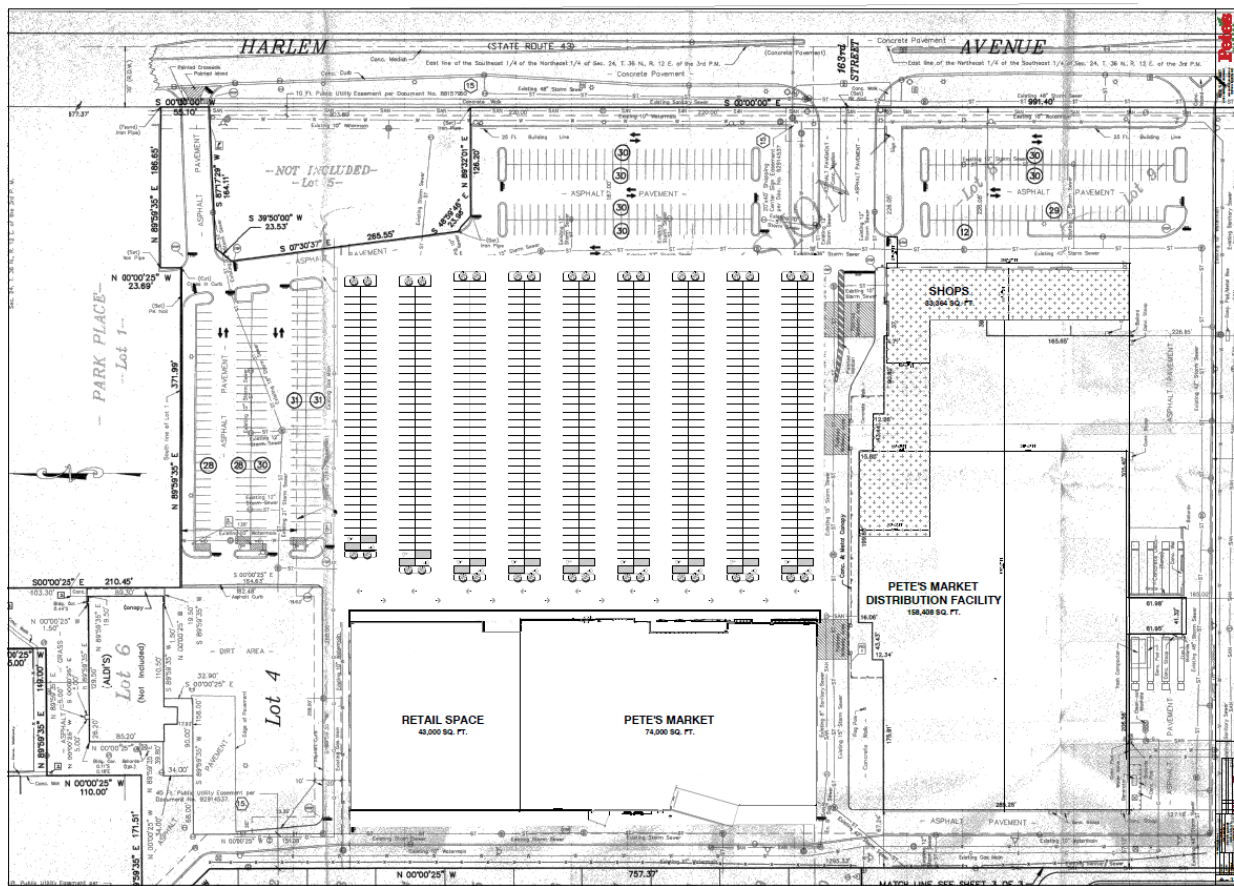
1. Payment of all real estate taxes;

2. Property must be developed in accordance with approved plans;
3. Project must be completed by December 31, 2022 (applicant has the right to request an extension)

The Owner is required to execute the agreement prior to the Village submitting the Resolution for Reclassification to the County.

REQUEST

The Economic and Commercial Commission (ECC) reviewed this request at their May 11, 2020 meeting. The Commission unanimously voted to recommend approval of the class 7b request for Pete's Fresh Market. This request is up for approval by the Village Board on May 19, 2020.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-061

**A RESOLUTION SUPPORTING THE FILING OF A CLASS 7B APPLICATION
FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE
(PETE'S FRESH MARKET)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-061**A RESOLUTION SUPPORTING THE FILING OF A CLASS 7B APPLICATION
FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE
(PETE'S FRESH MARKET)**

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

WHEREAS, the Village of Tinley Park ("Village") desires to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance ("Tax Incentive Ordinance"); and

WHEREAS, said Tax Incentive Ordinance provides a Class 7b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

WHEREAS, Stephanie Dremonas (Pete' Fresh Market), on behalf of 163rd & Harlem LLC, ("Applicant"), desires to redevelop certain real property located at 16300 S. Harlem Avenue, legally described in the attached Exhibit 1, PINs: 27-24-202-020-000 & 27-24-202-021-000, in reliance on the Class 7b incentives for plans to construct approximately 117,000 sq. ft. of new commercial space for purposes of a Pete's Fresh Market grocery store and other commercial uses and to remodel and expand an existing vacant approximately 158,000 sq. ft. structure for purposes of warehousing/distributing and other commercial uses; and

WHEREAS, The Applicant would find it difficult to construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the

first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year. Without this incentive, commercial property would normally be assessed at twenty-five (25%) of its market value; and

WHEREAS, said Subject Property does not have a Class 7b incentive applied to the Subject Property and the Applicant seeks approval from the Village to consent and support said Class 7b incentive to be applied to the Subject Property; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as Exhibit 2 and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 7b reclassification of the Subject Property; and

WHEREAS, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by 163rd & Harlem LLC and consent and support the Class 7b reclassification of the Subject Property; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by the Applicant and supports and consents to the Class 7b reclassification, subject to the terms and conditions memorialized in the Classification Agreement, and has determined that the commercial use of the Subject Property by Pete's Fresh Market for its new grocery store location at the Subject Property is both necessary and beneficial to the Village.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-061, "A RESOLUTION SUPPORTING THE FILING OF A CLASS 7B APPLICATION FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1
LEGAL DESCRIPTION

PINs: 27-24-202-020-000 & 27-24-202-021-000

PARCEL 1:

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

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303348, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS," AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

Exhibit 2
INCENTIVE AGREEMENT

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND 163RD & HARLEM LLC,
(16300 S. Harlem Ave, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of May, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **163rd & Harlem LLC**, an Illinois limited liability company (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 16300 S. Harlem Avenue, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 7B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 7B Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 7B Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 6B Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 6B Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 7B Tax

Assessment Classification and Class 6B Tax Assessment Classification (collectively, the “**Assessment Classifications**”); and

WHEREAS, Owner shall redevelop the Property which shall consist of (i) the substantial rehabilitation of an abandoned building for warehousing and retail on the southern portion of the Property, (ii) the construction of a new retail building for the use as a supermarket and additional retail, all as depicted on Exhibit B (the “**Preliminary Site Plan**”) and at a total estimated cost of \$29,250,000.00 (the “**Project**”); and

WHEREAS, without the Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolutions, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Assessment Classifications for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolutions to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first class manner and in accordance with this Agreement, the Preliminary Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall apply for the building permit for the Project on or before May 1, 2021 Village approval, which shall not be unreasonably withheld subject to Developer's good faith and timely responses to Village requests during the permit review process, shall occur on or before July 1, 2020.. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2022 (the "**Outside Completion Date**").
- c. The "**Project Work**" shall include all landlord work and site work required for (i) the rehabilitation of the single-story building on the southern portion of the Property for the distribution center and retail, with the distribution center not to exceed approximately 158,408 square feet, and (ii) construction of the new retail structure containing a Pete's Fresh Market supermarket of at least approximately 74,000 square feet and approximately 43,000 square feet of additional retail space. The Project Work shall exclude interior work, interior build out, and tenant improvements.
- d. Upon completion of the Project Work, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the Project Work (a "**Completion Statement**").
- e. The Project Work may be completed in phases. The Owner may, but is not obligated to, submit and the Village shall review a Completion Statement for a portion or phase of the Project Work (a "**Phase Completion Statement**"). Village approval of such Completion Statement shall not be unreasonably withheld. The date on which the Village has approved such Phase Completion Statement shall be a "**Phase Completion Date**."
- f. The "**Substantial Completion Date**" shall mean the date on which the Village has approved a Completion Statement for the entirety of the Project Work, such approval shall not be unreasonably withheld.
- g. In the event that a Completion Statement for the entirety of the Project Work has not been submitted to the Village by the Outside Completion Date, upon a showing of good cause, the Village shall extend the Outside Completion Date

for a period not to exceed one year (an “**Extension**”). To grant an Extension, the Village Manager must receive a written request from the Owner stating the reasons for the proposed extension (the “**Extension Request**”). Such Extension Request must be made before the expiration of the Outside Completion Date. Approval of an Extension shall not be unreasonably withheld.

- h. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, pandemic, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
 - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this

Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
 - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Assessment Classifications on the Property accruing after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.

- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Up to the earlier of the Substantial Completion Date or the Outside Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, , without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved a Phase Completion Statement shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party

making the waiver, and then shall be effective only in the specific instances and for the purpose given.

- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder

shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O’Grady
pogradey@pjmchicago.com

If to Owner: 163rd & Harlem LLC
4333 S. Pulaski Road, Suite 400
Chicago, Illinois 60632
Attn: Stephanie Dremonas
stephanie@pmrealtyinc.com

With a copy to: Sarnoff & Baccash
2 North LaSalle St., Ste. 1000
Chicago, Illinois 60602
Attn: Robert M. Sarnoff
rsarnoff@sarnoffbaccash.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party’s attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Jacob C. Vandenberg
Its: Mayor

ATTEST:

By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of May, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

163rd & Harlem LLC,
an Illinois limited liability company

By: 163rd & Harlem LLC, an Illinois
limited liability company, its Manager

By: _____
Name: _____
Title: Managing Principal

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of May, 2020, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Manager of 163rd & Harlem LLC, an Illinois limited liability company, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

Legal Description

PINS: 27-24-202-020 and 27-24-202-021 (INCLUDES PROJECT REAL ESTATE AND OTHER LAND)*¹

¹ A tax parcel division application is pending, with the new Permanent Index Number affecting only the described real estate expected to be issued for Tax Year 2020 (payable 2021)

EXHIBIT B

**Preliminary Site Plan
(see attached)**

SARNOFF ♦ BACCASH

PROPERTY TAX LAW

March 19, 2020

Village of Tinley Park
Attn: Kimberly Clarke
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477
kclarke@tinleypark.org

**Re: Class 7b Incentive Resolution Request
163rd & Harlem LLC
16300 S. Harlem Ave.
Tinley Park, Illinois 60477
PINs: 27-24-202-020/-021**

Dear Ms. Clarke:

163rd & Harlem LLC ("Applicant") is requesting a Resolution supporting and consenting to a Class 7b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months, with a purchase for value, new construction and substantial rehabilitation. The Applicant plans to rehabilitate the abandoned building currently on the subject property for its related entity, Pete's Fresh Market, to occupy part for its own use as a distribution facility and to lease out part to retail tenants. In addition, the Applicant also plans on constructing a new building for Pete's Fresh Market to use as a supermarket and an additional large retail space.

The subject property currently consists of an approximately 1,159,218 square foot site with an approximately 191,772 square foot building that has been 100% vacant and unused since November, 2014 and is in need of significant improvements. As noted above, the Applicant plans to complete substantial rehabilitation to the existing building for Pete's Fresh Market to occupy approximately 158,408 square feet of this building for its use as a distribution facility. In addition, the Applicant plans to complete substantial rehabilitation to the remaining approximately 33,364 square feet of this building that faces Harlem Ave. and the parking lot for retail spaces.

The Applicant also plans to construct a brand new approximately 117,000 square foot building located on the west side of the subject property. The plan is for Pete's Fresh Market to occupy approximately 74,000 square feet of this new building for its use as a supermarket and for a large retail tenant to occupy the remaining approximately 43,000 square feet. At this time, the Applicant does not have any tenants secured, but will be working to do so as soon as possible. Note that the Applicant has a strong record of attracting and securing good tenants at many similar operations throughout the Chicagoland area.

The Applicant has allotted approximately \$29,250,000 to complete the above, which will create approximately 40 to 60 construction/rehabilitation jobs. Please note, however, that these construction costs could significantly vary for a variety of reasons depending cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements.

SARNOFF ♦ BACCASH
P R O P E R T Y T A X L A W

Kimberly Clarke
March 19, 2020
Page Two

Pete's Fresh Market expects to have approximately 30 to 40 (all full-time) employees working at the distribution facility. In addition, Pete's Fresh Market expects to have approximately 170 employees (155 full-time and 15 part-time) working at the supermarket and generate approximately \$50,000,000 to \$60,000,000 in annual gross sales. The Applicant also expects the other retail tenants to bring approximately 30 to 60 jobs and generate approximately \$10,000,000 in annual gross sales.

Pete's Fresh Market will look to hire all qualified Village of Tinley Park residents for future hires. Note that most of the Pete's Fresh Market employees will be new hires. In addition, the Village of Tinley Park can also expect that Pete's Fresh Market and the other tenants' employees will invest commercially back into the community by visiting local establishments such as gas stations, restaurants and more. Additionally, Pete's Fresh Market and the other tenants will attract business and various customers to the Village in the course of their operations. We also note that Pete's Fresh Market has been a good neighbor at other locations and plans to be in the Village of Tinley Park. Specifically, Pete's Fresh Market looks to hire locally, support local charities through sponsorships and donations and provide a clean friendly shopping atmosphere for the community.

The Applicant believes that the proposed new construction, rehabilitation and occupancy of the subject property will result in a major increase in employment, property taxes and sales tax at this site. However, the above is dependent on securing the Class 7b Incentive on the subject property.

Therefore, please review this letter and the attached materials, and place the Applicant on the agenda for the April 14, 2020 Village of Tinley Park Economic and Commercial Commission meeting, where it will present its request for the Village of Tinley Park to pass a Resolution supporting and consenting to a Class 7b Incentive on the subject property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months with a purchase for value, new construction and substantial rehabilitation. In support of the above, enclosed please find a Class 7b Eligibility Application along with all required information and documentation available to date, including:

1. Economic Disclosure Statement.
2. Affidavit attesting to vacancy.
3. Legal description and square footage of the land and building on the subject property.
4. Survey, site plan and aerial of the subject property.
5. Description of the nature of the project, the intended use of the subject property and information regarding the applicant and user.
6. Information satisfying the five Class 7b Incentive factors: Designation of Area; Real Estate Tax Analysis; Viability and Timeliness; Assistance and Necessity; Increased Tax Revenue and Employment.

Should you have any questions or concerns, or require additional information, please do not hesitate to contact us at [REDACTED]

Sincerely,
SARNOFF & BACCASH

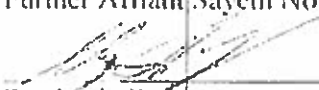
[REDACTED]
Robert M. Sarnoff
Zachary A. Kafitz

ECONOMIC DISCLOSURE STATEMENT

I, Stephanie Dremonas, if called to testify would attest to the following facts:


1. That I am the Authorized Agent of 163rd & Harlem LLC.
2. That 163rd & Harlem LLC owns the following real estate in Cook County, Illinois:
 - a. 16300 S. Harlem Ave. Tinley Park, IL, PIN 27-24-202-020-0000
27-24-202-021-0000
3. The following is the percentage ownership of 163rd & Harlem LLC:
 - a. James Dremonas: 100%
4. 163rd & Harlem Ave LLC is in compliance with the following laws:
 - a. The Cook County Workforce Resource Ordinance (COOK COUNTY, ILL., CODE, Ch. 2, Art. XIV) as applicable.
 - b. The Cook County Wage Theft Ordinance (COOK COUNTY, ILL., CODE, Ch. 34, Art. IV, Div. 4 § 34-179).
 - c. The Cook County Human Rights Ordinance (COOK COUNTY, ILL., CODE, Ch. 42, Art. II).
 - d. The Illinois Human Rights Act (775 ILCS 5/2-105).
 - e. Title VII and Title IX of the Civil Rights Act (42 USC § 2000e, et seq.).
 - f. The Age Discrimination in Employment Act (29 USC §§ 621-634).
 - g. The Americans with Disabilities Act (42 USC §§ 12101-12213).

Further Affiant Sayeth Not

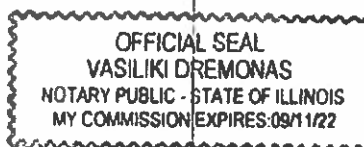

Stephanie Dremonas

Date: 3-8-20

Subscribed and sworn before me
This day of March, 2020



Signature of Notary Public



COOK COUNTY ASSESSOR FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.3616
WWW.COOKCOUNTYASSESSOR.COM

CLASS 7B ELIGIBILITY APPLICATION

CONTROL NUMBER

Carefully review the Class 7b Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation must be filed as follows:

This application must be filed PRIOR TO the commencement of New Construction or the commencement of Substantial Rehabilitation Activities or PRIOR TO the Reoccupation of Vacant/Abandoned Property.

Applicant Information

Name: 163rd & Harlem LLC
Company: 163rd & Harlem LLC Telephone: [REDACTED]
Address: 4333 S. Pulaski Rd.
City: Chicago State: IL Zip Code: 60632 ☒
Email Address: _____

Contact Person (if different than the Applicant)

Name: Stephanie Dremonas
Company: See above Telephone: ()
Address: _____
City: _____ State: _____ Zip Code: _____
Email Address: Stephanie@pmrghyinc.com

OFFICE OF
COUNTY ASSESSOR
RECEIVED
OCT 08 2019

INCENTIVES DEPT.

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 16300 S. Harlem Ave.
Permanent Real Estate Index Number: 27-24-202-020-0000
(2) _____
Permanent Real Estate Index Number: 27-24-202-021-0000
(3) _____
Permanent Real Estate Index Number: _____

City: Tinley Park ZIP: 60477
Township: Orland Existing Class: 5-17

Identification of Persons Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Property Use

General Description of Proposed Property Usage To be provided

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of the proposed development by checking the appropriate space.

- ☒ New Construction (Read and Complete Section A below)
- ☒ Substantial Rehabilitation (Read and complete Section A below)
- ☒ Occupation of Abandoned Property – No Special Circumstances (Read and complete Section B)
- ☐ Occupation of Abandoned Property – With Special Circumstances (Read and complete Section C)

- A. If the proposed development consists of *new construction or substantial rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition, if any)	<u>TBD</u>
Estimated date of construction completion:	<u>TBD</u>
Total redevelopment cost, excluding land:	\$ <u>TBD</u>

Attach copies of the following:

1. specific description of the proposed new construction or substantial rehabilitation
2. current plat of survey for subject property
3. 1st floor plan or schematic drawings
4. building permits, wrecking permits and occupancy permits (including date of issuance)
5. complete description of the cost and extent of substantial rehabilitation or new construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)

B. If the proposed development consists of the re-occupancy of *abandoned property*, provide the following information:

1. Was the subject property vacant and unused for at least 24 continuous months prior to purchase for value or substantial rehabilitation?

☒ YES ☐ NO

When and by whom was the subject property last occupied and used?

To be provided

Attach copies of the following documents:

- (a) sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment
- (b) records (such as statements of utility companies), indicating that the property has been vacant and unused and the duration of such vacancy

2. Application must be made to Assessor prior to reoccupation:

Estimated date of reoccupation:	<u>TBD</u>
Date of purchase:	<u>August 30, 2019</u>
Name of purchaser:	<u>163rd & Harlem LLC</u>
Name of seller:	<u>Transform Distribution Center Holdco LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) sale contract
- (b) recorded deed
- (c) assignment of beneficial interest
- (d) real estate transfer declaration

- C. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was a purchase for value, but the period of *abandonment prior to purchase was less than 24 continuous months*, please complete section (1) below. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was *no purchase for value*, but the period of abandonment prior to application was 24 continuous months or greater, please complete section (2) below.

1. How long was the period of abandonment prior to the purchase for value?

12 months

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicated duration of such vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for the less than 24-month abandonment period.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

Date of purchase: _____

Name of purchaser: _____

Name of seller: _____

Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

2. Was the subject property vacant and unused for at least 24 continuous months prior to the filing of this application?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to filing this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

Employment Opportunities

How many construction jobs will be created as a result of this development? TBD

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: To be provided Part-time: To be provided

How many new permanent full-time jobs will be created as a result of this proposed development?
TBD

How many new permanent part-time jobs will be created as a result of this proposed development? TBD

Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 7b Application and that it finds Class 7b necessary for development to occur on the subject property. This resolution must expressly state that the five eligibility factors, which must be present to demonstrate that the area is "in need of commercial development", are satisfied.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters state otherwise. My opinion and belief and as to such matters the undersigned certifies that he/she certifies to be true.

Signature

Stephanie Dremmal
Print Name

Date

Title

10/5/19

Agent

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7b Eligibility Application must be signed by the beneficiary, officer and/or general partner.*

Revised 12/3/2018

AFFIDAVIT

I, Stephanie Dremonas, if called to testify would attest to the following facts:

1. That I am Authorized Agent of 163rd & Harlem LLC, that owns the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021) ("Subject Property");
2. That the prior occupant of the Subject Property was a vacant K-Mart.
3. That as of November 2014 or sooner, K-Mart completely vacated the Subject Property.
4. That since November 2014, the Subject Property and has been 100% vacant and unused.

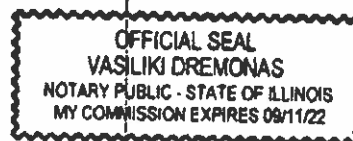
Further Affiant Sayeth Not


Stephanie Dremonas

Date: 9-3-2019

Subscribed and sworn before me
This 3rd day of September, 2019


Signature of Notary Public



Legal Description, Site and Building Square Footage

The total land area of the subject parcel located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021) is approximately 1,159,218 square feet, and the total building area of the existing structure located thereon is approximately 191,772 square feet. After construction, there will be an additional approximately 117,000 square foot building located on the subject property. Please see the attached Survey of the existing property and the proposed site plan.

Below please find a legal description of the subject property:

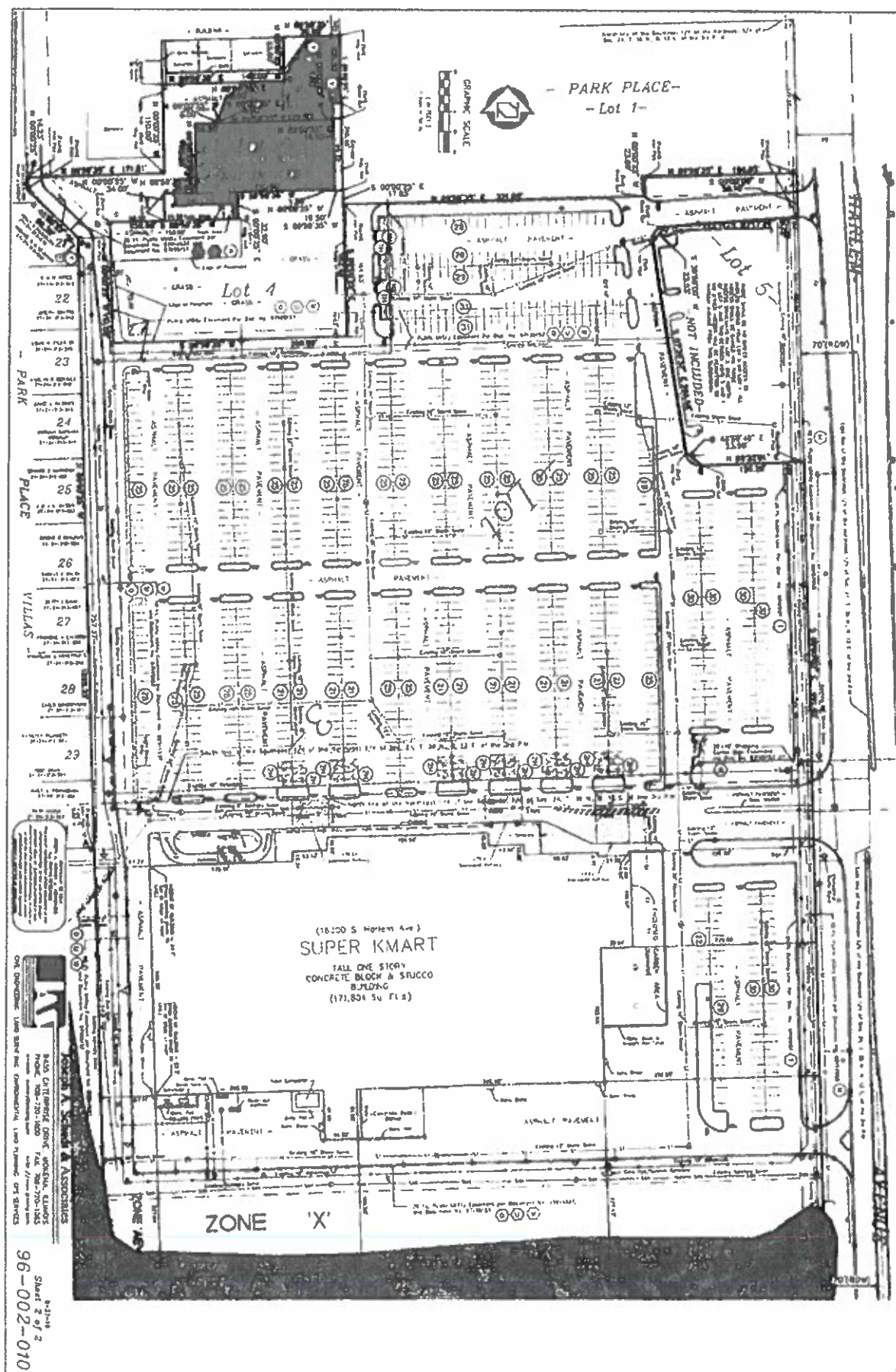
PARCEL 1:

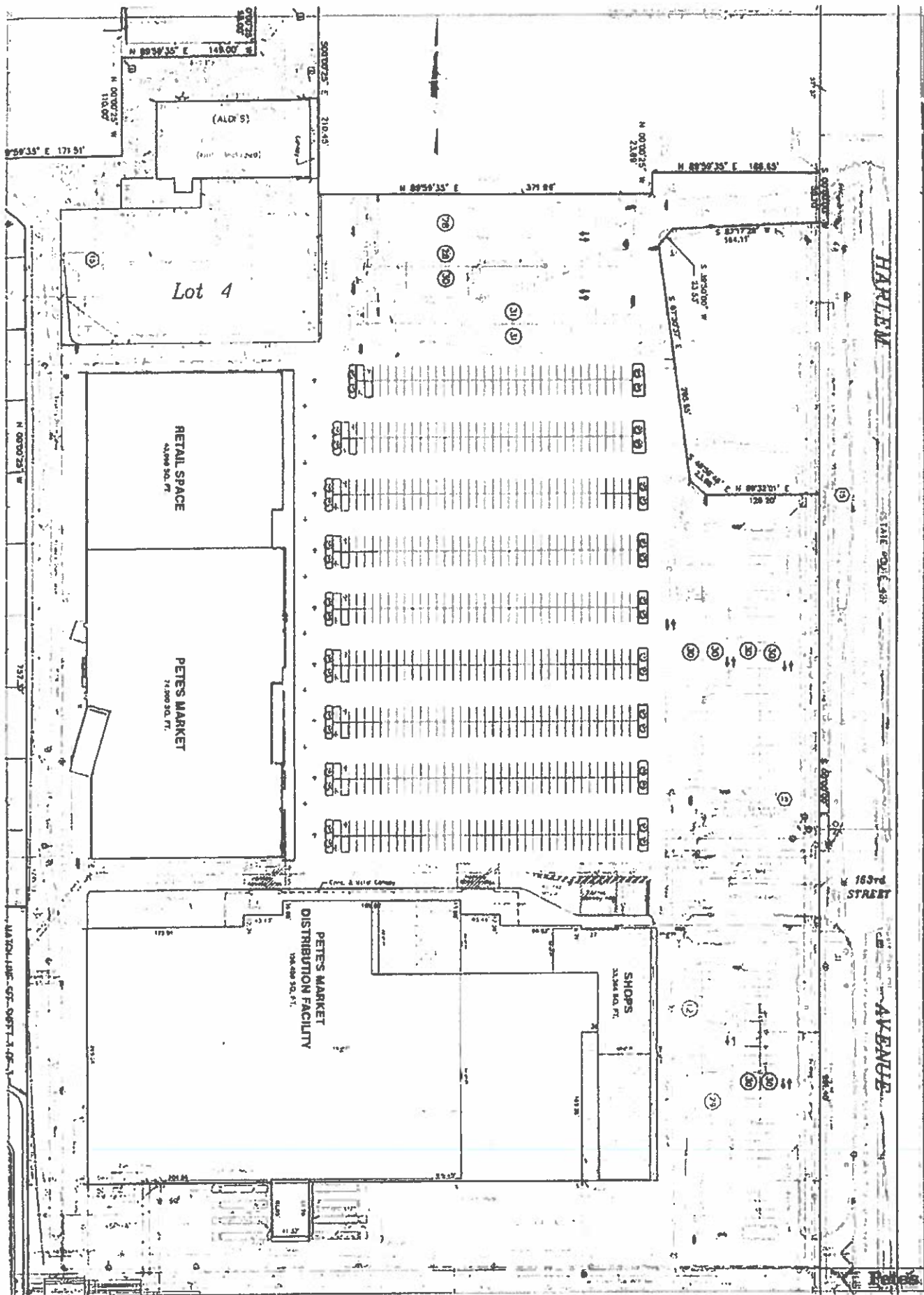
LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,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

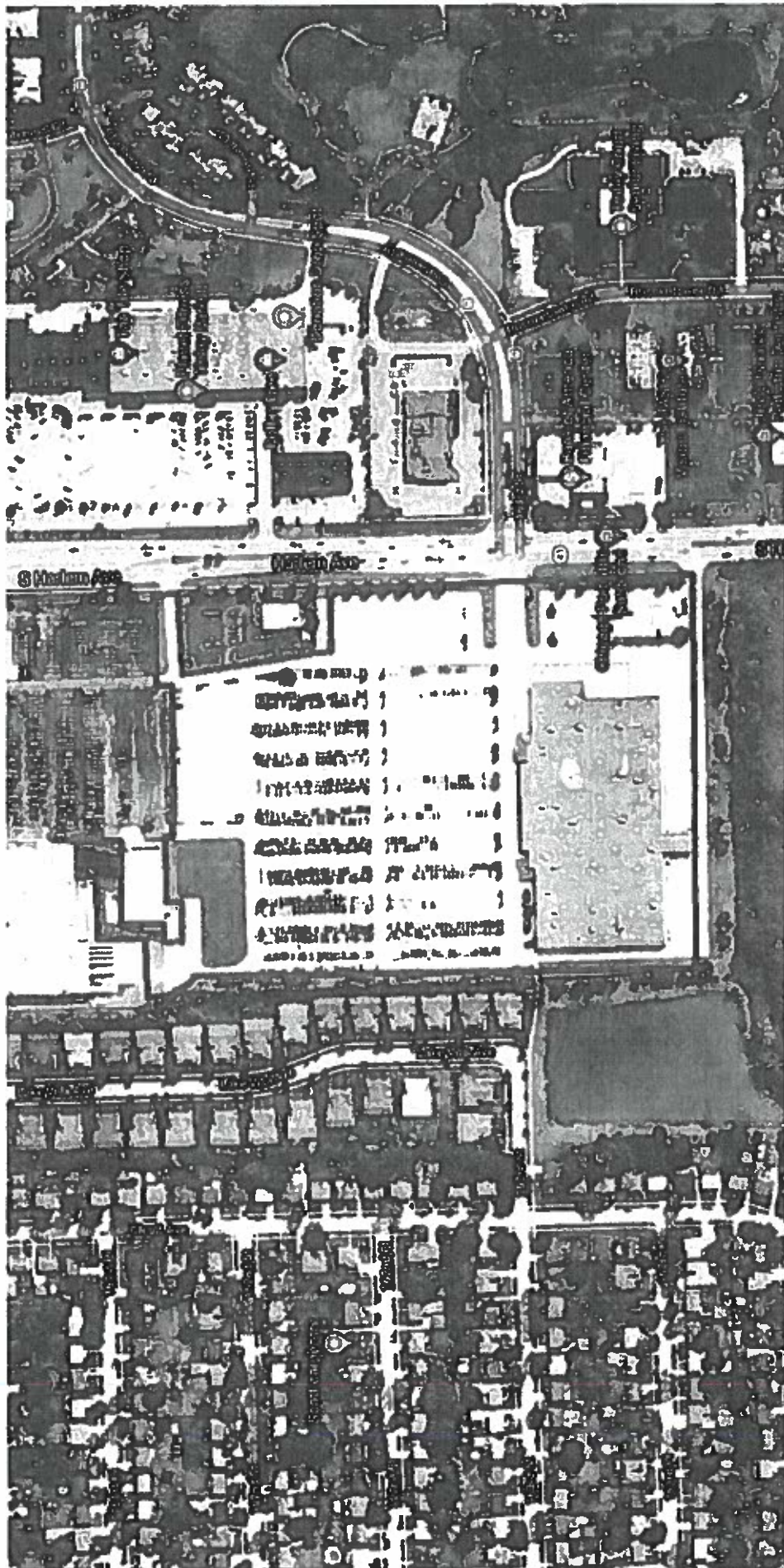
PARCEL 2:

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

[illegible]







Description of the Nature of the Project, the Intended Use of the Subject Property and Information Regarding the Applicant and User

163rd & Harlem LLC ("Applicant") recently purchased the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021). The Applicant plans to rehabilitate the abandoned building currently on the subject property for its related entity, Pete's Fresh Market, to occupy part for its own use as a distribution facility and to lease out part to retail tenants. In addition, the Applicant also plans on constructing a new building for Pete's Fresh Market to use as a supermarket and an additional large retail space.

The subject property currently consists of an approximately 1,159,218 square foot site with an approximately 191,772 square foot building that has been 100% vacant and unused since November, 2014 and is in need of significant improvements. As noted above, the Applicant plans to complete substantial rehabilitation to the existing building for Pete's Fresh Market to occupy approximately 158,408 square feet of this building for its use as a distribution facility. In addition, the Applicant plans to complete substantial rehabilitation to the remaining approximately 33,364 square feet of this building that faces Harlem Ave. and the parking lot for retail spaces.

As noted above, the Applicant also plans to construct a brand new approximately 117,000 square foot building located on the west side of the subject property. The plan is for Pete's Fresh Market to occupy approximately 74,000 square feet of this new building for its use as a supermarket and for a large retail tenant to occupy the remaining approximately 43,000 square feet. At this time, the Applicant does not have any tenants secured, but will be working to do so as soon as possible. Note that the Applicant has a strong record of attracting and securing good tenants at many similar operations throughout the Chicagoland area.

The Applicant has allotted approximately \$29,250,000 to complete the above, which will create approximately 40 to 60 construction/rehabilitation jobs. Please note, however, that these construction costs could significantly vary for a variety of reasons depending cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements.

Pete's Fresh Market expects to have approximately 30 to 40 (all full-time) employees working at the distribution facility. In addition, Pete's Fresh Market expects to have approximately 170 employees (155 full-time and 15 part-time) working at the supermarket and generate approximately \$50,000,000 to \$60,000,000 in annual gross sales. The Applicant also expects the other retail tenants to bring approximately 30 to 60 jobs and generate approximately \$10,000,000 in annual gross sales.

Pete's Fresh Market will look to hire all qualified Village of Tinley Park residents for future hires. Note that most of the Pete's Fresh Market employees will be new hires. In addition, the Village of Tinley Park can also expect that Pete's Fresh Market and the other tenants' employees will invest commercially back into the community by visiting local establishments such as gas stations, restaurants and more. Additionally, Pete's Fresh Market and the other tenants will attract business and various customers to the Village in the course of their operations.

We also note that Pete's Fresh Market has been a good neighbor at other locations and plans to be in the Village of Tinley Park. Specifically, Pete's Fresh Market looks to hire locally, support local charities through sponsorships and donations, and provide a clean friendly shopping atmosphere for the community.

Ownership Information

Ownership: 163rd & Harlem LLC ("Applicant") recently purchased the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021). Attached hereto please find a copy of the Articles of Organization as well as the Special Warranty Deed.

Managers: James Dremonas
4333 S. Pulaski Rd.
Chicago, Illinois 60632

1924855012 Page 4 of 7

EXHIBIT A TO DEED**LEGAL DESCRIPTION**

Address: 16300 S. Harlem Avenue, in the City of Tinley Park, Cook County, State of Illinois

County: Cook

Tax Parcel Number: 27-24-202-020-0000; 27-24-202-021-0000

PARCEL 1:

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

PARCEL 2:

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

[END OF LEGAL DESCRIPTION]

EXHIBIT B TO DEED**PERMITTED ENCUMBRANCES**

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Taxes for the year(s) 2018 and 2019.
7. Rights of the following tenants, as tenants only, with no purchase rights or rights of first refusal, under unrecorded leases, executed prior to the date hereof:
 1. Bettenhausen Automotive.
 2. Zeigler Nissan of Orland Park.
8. Terms, conditions and provisions burdening the estate contained in the rights of the drainage commissioners of Orland and Bremen Drainage District No. 3 of Orland and No. 2 of Bremen in and to a portion of land for the construction, repair and maintenance of certain drain or ditch for the use of said drainage district, as contained in the deed from Justus Laun to the drainage commissioners of Orland and Bremen dated October 10, 1881 and recorded February 23, 1882 as document 377142.
9. Grant of Easement for utilities recorded April 15, 1988 as document 88157960 in the Southeast 1/4 of the Northeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at a point on the south line of the Northeast 1/4 of the Southeast 1/4 of said Section 24, said point being located 1,335.85 feet westerly, measured along the south line thereof, of the southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence north 20 degrees 35 minutes 52 seconds, west 1,331.59 feet; thence north 2 degrees 4 minutes 16 seconds west 1,129.46 feet; thence north 87 degrees, 53 minutes 20 seconds east 60 feet; thence north 2 degrees 4 minutes 16 seconds west 202.50 feet; thence north 87 degrees 41 minutes 58 seconds east 663.12 feet; thence south 2 degrees 4 minutes 16 seconds east 10.00 feet; thence south 87 degrees 41 minutes 58 seconds west 653.12 feet; thence south 2 degrees 4 minutes 16 seconds east 202.55 feet; thence south 87 degrees 53 minutes 20 seconds west 60 feet; thence south 2 degrees 4 minutes 16 seconds east 1,119.42 feet; thence south 2 degrees 3 minutes 52 seconds east 1,331.60

1924855012 Page: 6 of 7

feet to a point on the south line of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence westerly along said south line south 87 degrees 48 minutes 55 seconds west 10.00 feet to the point of beginning, all in Cook County, Illinois.

10. Grant of easement recorded April 15, 1988 as document 88157960 for utilities in the South East 1/4 of the Northeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian described as follows:

Beginning at a point on the south line of the Northeast 1/4 of the Southeast 1/4 of said Section 24, said point being located 75 feet westerly, measured along the south line thereof of the southeast corner of the Northeast 1/4 of the southeast 1/4 of section 24; thence south 87 degrees 48 minutes 55 seconds west 5 feet; thence north 2 degrees 3 minutes 18 seconds west 1,284.14 feet; thence north 2 degrees 4 minutes 7 seconds west 1,252.29 feet; thence north 87 degrees 41 minutes 58 seconds east 10 feet to a point on the westerly right of way line of Harlem Avenue; thence south 2 degrees 4 minutes 7 seconds east along the westerly right of way line of Harlem Avenue 1,252.30 feet; thence south 2 degrees 3 minutes 18 seconds east continuing along the westerly right of way line of Harlem Avenue 1,094.16 feet; thence south 87 degrees 56 minutes 42 seconds west 5.00 feet; thence 2 degrees 3 minutes 18 seconds east 200.00 feet along the westerly right of way line of Harlem Avenue to the point of Beginning, all in Cook County, Illinois.

11. Terms, provisions and conditions contained in the Shopping Center Reciprocal Easement and Operation Agreement dated June 20, 1991 and recorded June 21, 1991 as document 91303346 made by and between Tinley Park Development Company, a Kansas general Partnership, and Kmart Corporation, a Michigan corporation.

Rights of the adjoining owner or owners to the concurrent use of the easement rights therein.

Affects Parcels 1 and 2.

12. Easement in favor of the Village of Tinley Park, Illinois Bell, Northern Illinois Gas Company, Commonwealth Edison Company and Cable Television, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded as document no. 92914537.

Affecting;

The West 40 feet of the Land.

The Southerly 30 feet of the Land lying North of the Southerly 100 feet of the Land.

The Southerly 20 feet of the Northerly 155 feet approximately and portions of the easement parcels.

1924855012 Page 7 of 7

13. 20 foot by 40 foot Shopping Center Sign Easement as created by Plat recorded as document number 92914537 and also noted in plat recorded as document no. 97195157 and located along the Easterly line of Lot 3.

Affects Parcel 1.

14. Detention Pond Easement over portions of the Land as created by Plat of Subdivision recorded as document 92914537.

Affects Parcel 2.

15. Building line(s) as shown on the Plat of Subdivision recorded as document no. 97195157 affecting the East 25 feet of the Land.

16. Easement in favor of the Ameritech Telephone Company and C.A.T.V. Franchise and Commonwealth Edison and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as document no. 97195157, affecting those portions of the Land depicted on said Plat by dashed lines.

17. Easement in favor of the Northern Illinois Gas Company and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as document no. 97195157, affecting those portions of the land depicted on said Plat by dashed lines.

18. Encroachment of the following items as shown on Survey made by Joseph A. Schudt and Associates, dated August 27, 2019 as Project Number 96-002-010:

1. Concrete walkway located mainly on the Land North and adjoining onto the Northerly section of Lot 3 of the Land by an undisclosed amount;
2. Concrete walkway located mainly on Lot 6 and adjoining onto the Northeasterly Corner of Lot 3 of the Land by an undisclosed amount; and
3. Fence located mainly on the Land and onto the property West and adjoining Lot 3 by an undisclosed amount.

Designation of Area

Attached please find a copy of the Village of Tinley Park Ordinance No. 2019-O-008 finding that PINs: 27-24-202-020 and -021 are blighted and in a state of deterioration and in need of substantial rehabilitation.

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

ORDINANCE
NO. 2019-O-008

**AN ORDINANCE DESIGNATING AN AREA IN THE VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS, COMMONLY KNOWN AS 159TH AND
HARLEM AS BLIGHTED**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
MICHAEL W. GLOTZ
WILLIAM P. BRADY
JOHN A. CURRAN
Board of Trustees

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-008**AN ORDINANCE DESIGNATING AN AREA IN THE VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS, COMMONLY KNOWN AS 159TH AND
HARLEM AS BLIGHTED**

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

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") has evaluated whether a certain area delineated by Property Index Numbers 27-204-201-13, 27-201-204-14, 27-24-202-10, 27-24-202-20, 27-24-202-21, 27-24-202-22, 27-24-202-23, and 28-19-100-057 Tinley Park Cook County, Illinois, and further described on Exhibit A, a copy of which is attached hereto and made part hereof as Exhibit 1c(the "Area"), constitute a blighted area as defined by the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act").

WHEREAS, in order to find that an area qualified as blighted area under the TIF Act, five of the following thirteen factors listed must be present: (1) Dilapidation; (2) Obsolescence; (3) Deterioration; (4) Presence of structures below minimum code standards; (5) Illegal use of individual structures; (6) Excessive vacancies; (7) Lack of ventilation, light, or sanitary facilities; (8) Inadequate utilities; (9) Excessive land coverage and overcrowding of structures and community facilities; (10) Deleterious land-use or layout; (11) Environmental clean-up; (12) Lack of community planning; (13) Stagnant or declining EAV whereas total equalized assessed value of proposed redevelopment project area has declined three of the last five years.

WHEREAS, the Village has reviewed a December 2018 study analysis ("the Report") from the consulting firm Kane, McKenna & Associates, Inc. attached hereto and made a part hereof as Exhibit B. The Report was prepared specifically for the above referenced PINs in determining whether all or a portion of this area qualifies as blighted as set forth in the definitions of the Tax Increment Allocation Redevelopment Act.

WHEREAS, the Report concluded that said area, surpasses the "five of thirteen" eligibility factor threshold requirement by meeting the following six eligibility factors: (1) Excessive vacancies; (2) Obsolescence; (3) Stagnant or declining EAV; (4) Lack of community planning; (5) Deterioration and (6) Environmental Remediation.

WHEREAS, the Village finds the property within the Area is blighted and contains characteristics of deficiencies which limit the property's use and marketability; and find that the property is in a state of deterioration and that the property within the Area is in need of substantial rehabilitation.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made part hereof, as if fully set forth in their entirety.

SECTION 2: The Village hereby finds and agrees that the said area has been appropriately declared as blighted by a qualified independent consultant.

SECTION 3: All property in the blighted area is expected to substantially benefit by redevelopment improvements.

SECTION 4: The sound growth of taxing districts applicable to the area, including the Village, has impaired by the factors found present in the area.

SECTION 5: That the area is therefore in need of redevelopment.

SECTION 6: That unless corrected, the blighted conditions outlined in the Report will persist and continue to delay any future economic development within the Area.

SECTION 7: The Mayor and Clerk as well as other appropriate Village officials are hereby authorized to sign any necessary documents to implement this Ordinance.

SECTION 8: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 5th day of February, 2019.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Currnan

NAYS: None

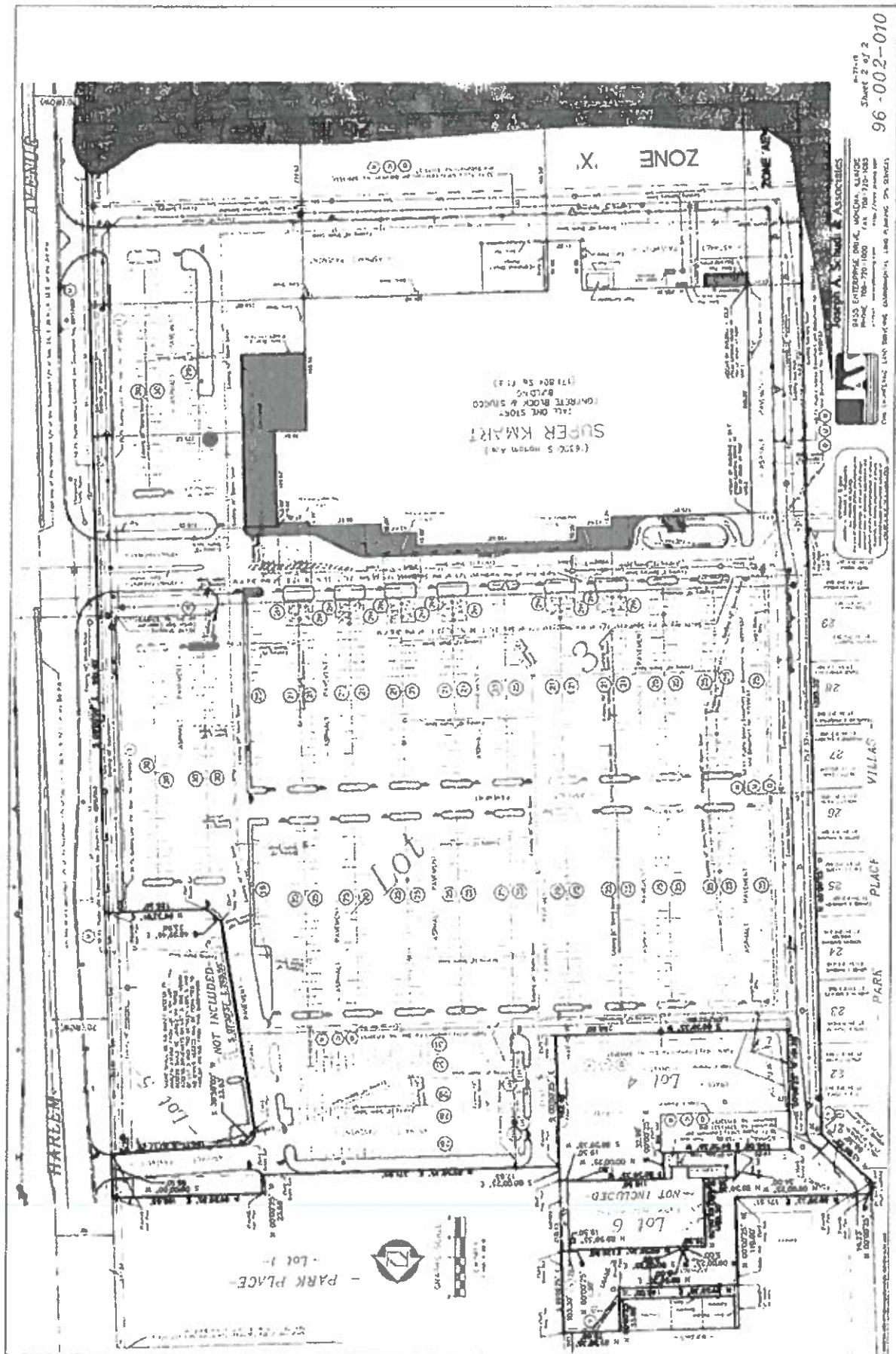
ABSENT: None

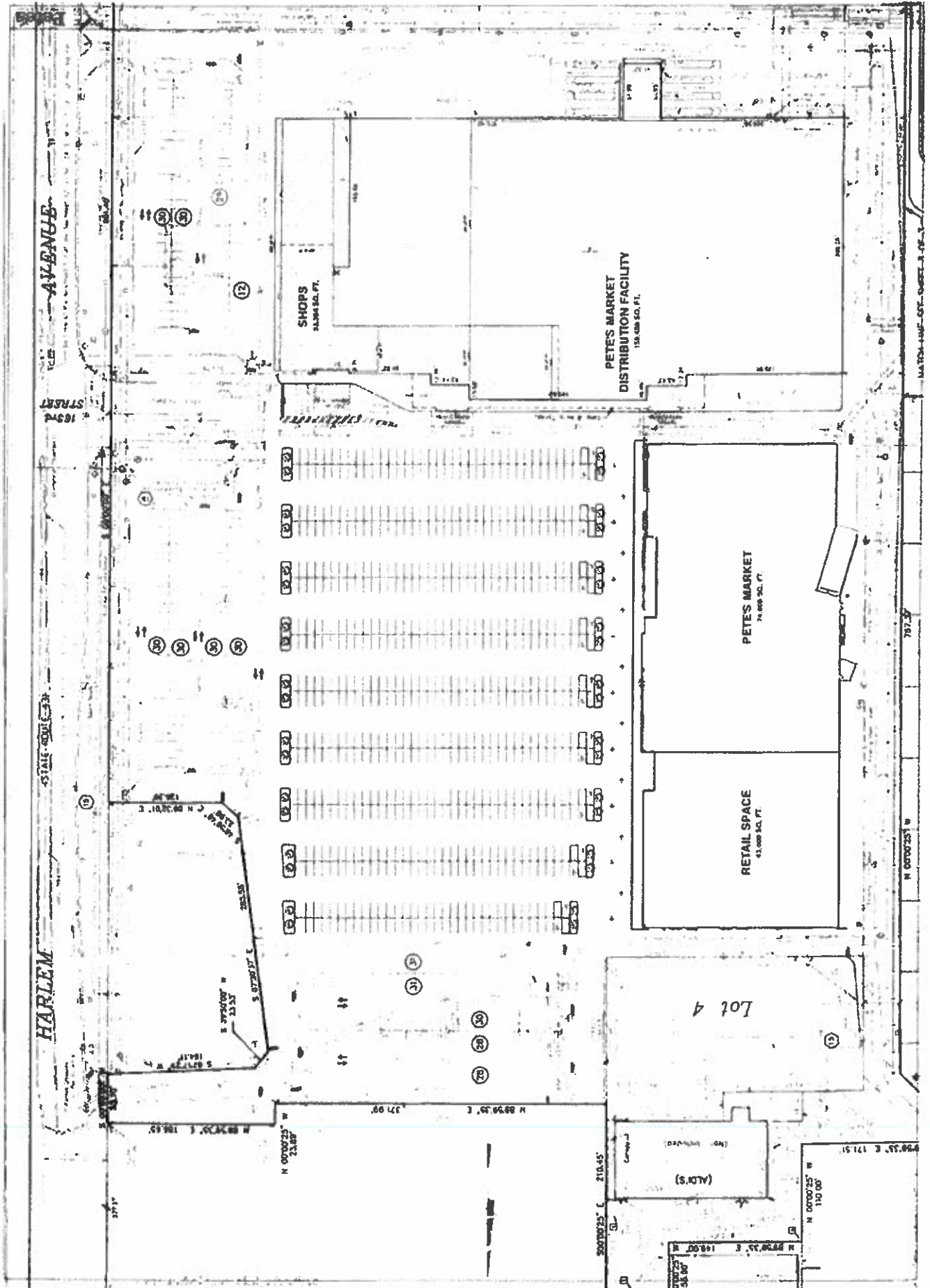
APPROVED THIS 5th day of February, 2019.

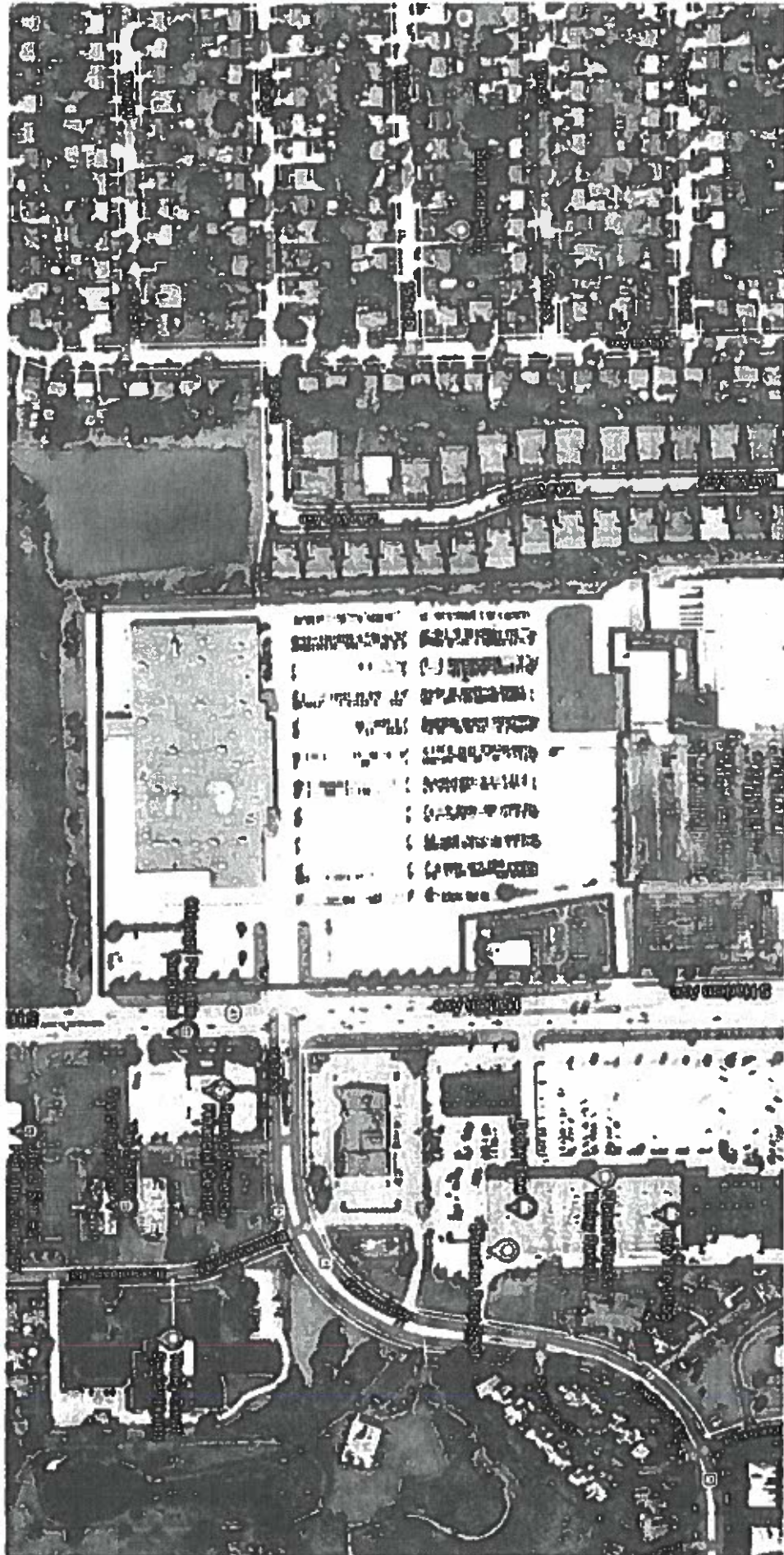
ATTEST:

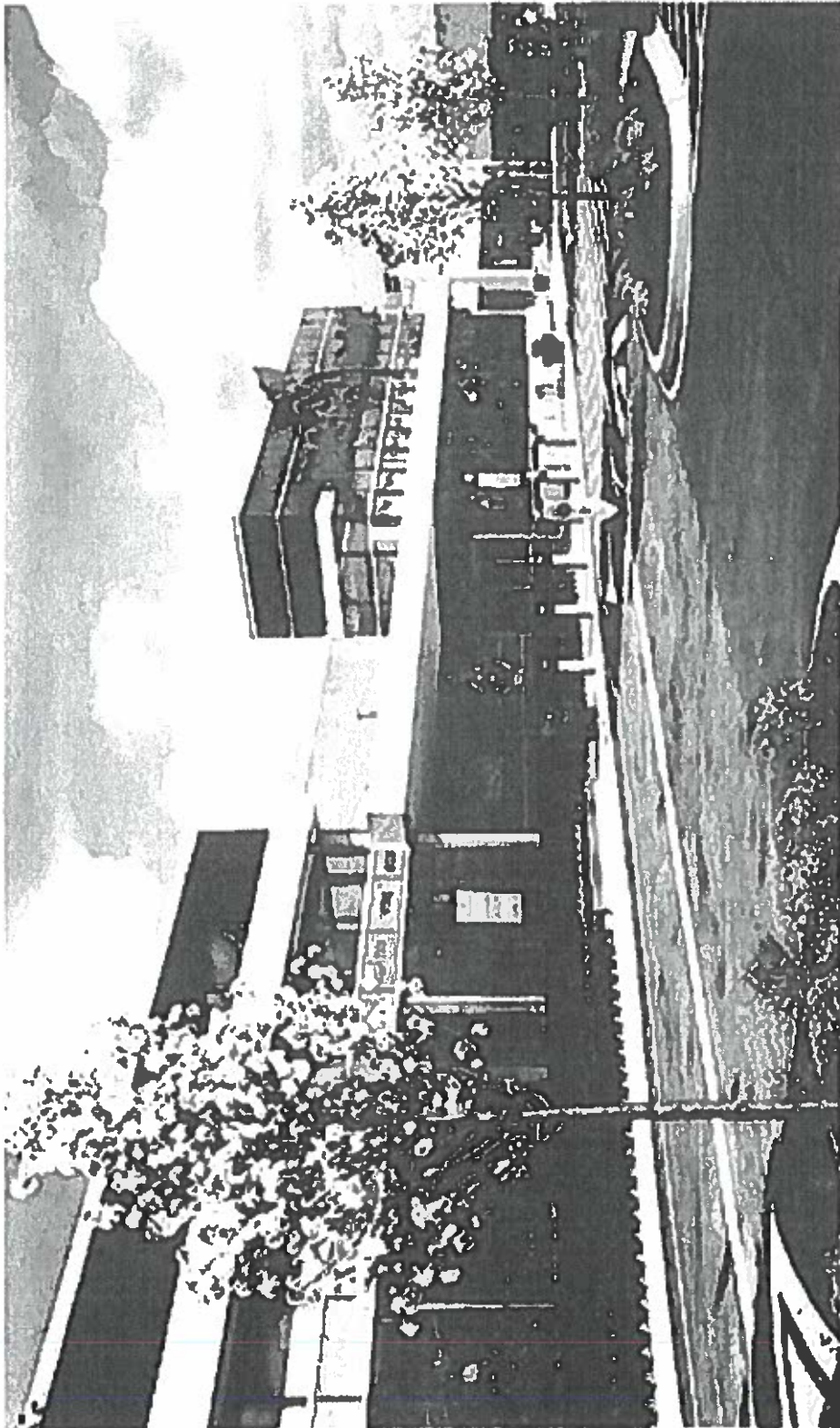

VILLAGE CLERK


VILLAGE PRESIDENT









JD/RealEstate**EXPENSE PROFORMA**

Project Name: Tinley Park Date: 3/17/2020
Developer: JD Real Estate Inc.

SOURCES AND USES OF FUNDS**SOURCES OF FUNDS**

Equity	
Developer Equity	\$ 8,772,112
Financing	\$ 26,316,337
TOTAL SOURCES OF FUNDS	\$ 35,088,449

USE OF FUNDS

Land Acquisition	\$ 5,000,000
Soft Cost/Fees	\$ 838,449
Hard Construction Costs	\$ 29,250,000
TOTAL USES OF FUNDS	\$ 35,088,449

JD/RealEstate

DETAILED BUDGET

Land Acquisition:	\$	5,000,000
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Soft Costs/Fees:

Construction Documents	\$	308,762
Design Schematic	\$	77,191
Entitlements	\$	30,876
Legal/Accounting	\$	154,381
Commissions	\$	267,239

Total Soft Cost/Fees	\$	838,449
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Hard Construction Costs:

Excavation/Sitework/Demo	\$	1,800,000
Steel	\$	1,650,000
(i) Concrete/Paving (core/shell)	\$	700,000
Masonry	\$	1,200,000
Roof/Metal Panel	\$	800,000
(ii) Electrical (core/shell)	\$	325,000
Mechanical (Sewer and Water)	\$	450,000
(iii) Carpentry (core/shell)	\$	250,000
General Requirements	\$	100,000
Pete's Market Build Out	\$	10,975,000
Pete's Market Distribution	\$	6,500,000
Additional Tenants	\$	4,500,000

Total Hard Cost/Fees	\$	29,250,000
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Total Development Cost	\$	35,088,449
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Interoffice Memo

Date: May 19, 2020

To: Village Board

CC: David Niemeyer, Village Manager
Paula Wallrich, Acting Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: 16300 S. Harlem Ave- Class 6b- Pete's Fresh Market



BACKGROUND

James Dremonas (Applicant) of 163rd & Harlem, LLC, proposes to invest an estimated \$29,250,000 for the renovation of the vacated K-Mart structure (16300 S. Harlem Avenue) and construction of approximately 117,000 sq. ft. of new retail space for the purposes of a Pete's Fresh Market and other retail uses. (See attached conceptual plan) This location has been 100% vacant since November 2014 and requires significant improvements. 163rd & Harlem LLC recently purchased the subject property.

There are two components to the project. First, the applicant will complete a significant rehabilitation of the existing abandoned K-Mart building which will include an expansion of the building to the east to enclose the former outdoor sales and garden area. Approximately 158,408 sq. ft. of this building will be used as a warehouse/distribution facility. The applicant will complete the rehabilitation of the remaining 33,364 sq. ft. for additional retail spaces.

Second, the Applicant plans to construct approximately 117,000 sq. ft. of new retail space on the west side of the property. Pete's Fresh Market will occupy approximately 74,000 sq. ft. of the new facility to operate as a supermarket. The plan is for a large retail tenant to occupy the remaining 43,000 square feet.

The Village of Tinley Park can expect 163rd & Harlem, LLC to increase the property tax value of the location and result in an increase in sales taxes. In addition, the applicant expects to create 40-60 construction jobs. Once the project is complete, they expect to hire 30-40 full-time employees for the distribution facility and approximately 170 employees for the supermarket (155 full-time and 15 part-time) and generate \$50-60,000,000 in annual gross sales. They expect the other retail tenants to create 30-60 jobs and generate approximately \$10,000,000 in annual gross sales.



On February 5, 2019, the Village Board approved Ordinance 2019-O-008 designating the area commonly known as 159th and Harlem as blighted. This designation is the first requirement to qualify for Cook County's Class 6 Assessment Program. The blighted designation allows for current / future developers and businesses the ability to immediately access Cook County Class 6 incentives with Village approval to attract investment in high vacancy and underdeveloped areas. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 6 incentives.

The Applicant has retained the counsel of Sarnoff Baccash, a property tax law firm located in Chicago, Illinois, to assist with preparing the Class 6b application for Village and Cook County submittal.

DISCUSSION

The Applicant is requesting a Class 6b Incentive on the approximately 158,408 sq. ft. warehouse/distribution facility only (PIN: 27-24-202-020-0000; 27-24-202-021-0000). The Applicant has stated "but for . . ." the Class 6b reclassification, the development of this property will likely not be feasible. Cook County provides the Class 6b Incentive Program that allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. Class 7b and 6b reclassifications provide an assessment of 10% of market value for the first ten (10) years, 15% in the 11th year, and 20% in the 12th year.

The Class 6b Incentive Program is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings.

The twelve-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 6b incentives and the competition with Will County and Indiana taxes.

Incentive Policy Checklist

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 6b Incentive Program.
2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. The project will create over 25 jobs as outlined in section B-1.
4. As a project expected to exceed \$1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.
5. The project has an annual retail sales of at least \$5 million as outlined in section B-5.

Strategic Plan Checklist

- Economic Development Strategy 3: The Harlem Retail Corridor south of 159th has suffered higher than normal vacancy rates. Moving forward with this project would help fill a large vacancy and encourage additional retailers to occupy vacancies surrounding this area.

Benefits

The project will be an enhancement to the Village by occupying an existing vacant building and completing a substantial rehabilitation while building a new facility in an area previously designated as blighted by the Village. It will create over 200 jobs between all of the retail locations and distribution facility and increase property tax value and sales tax revenue.

The proposed reclassification resolution also includes an agreement between 163rd & Harlem LLC and the Village obligating the Applicant to certain conditions of their proposed development. Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 6b Assessment Classification on the Property. The conditions for the Pete's Fresh Market development are summarized below:

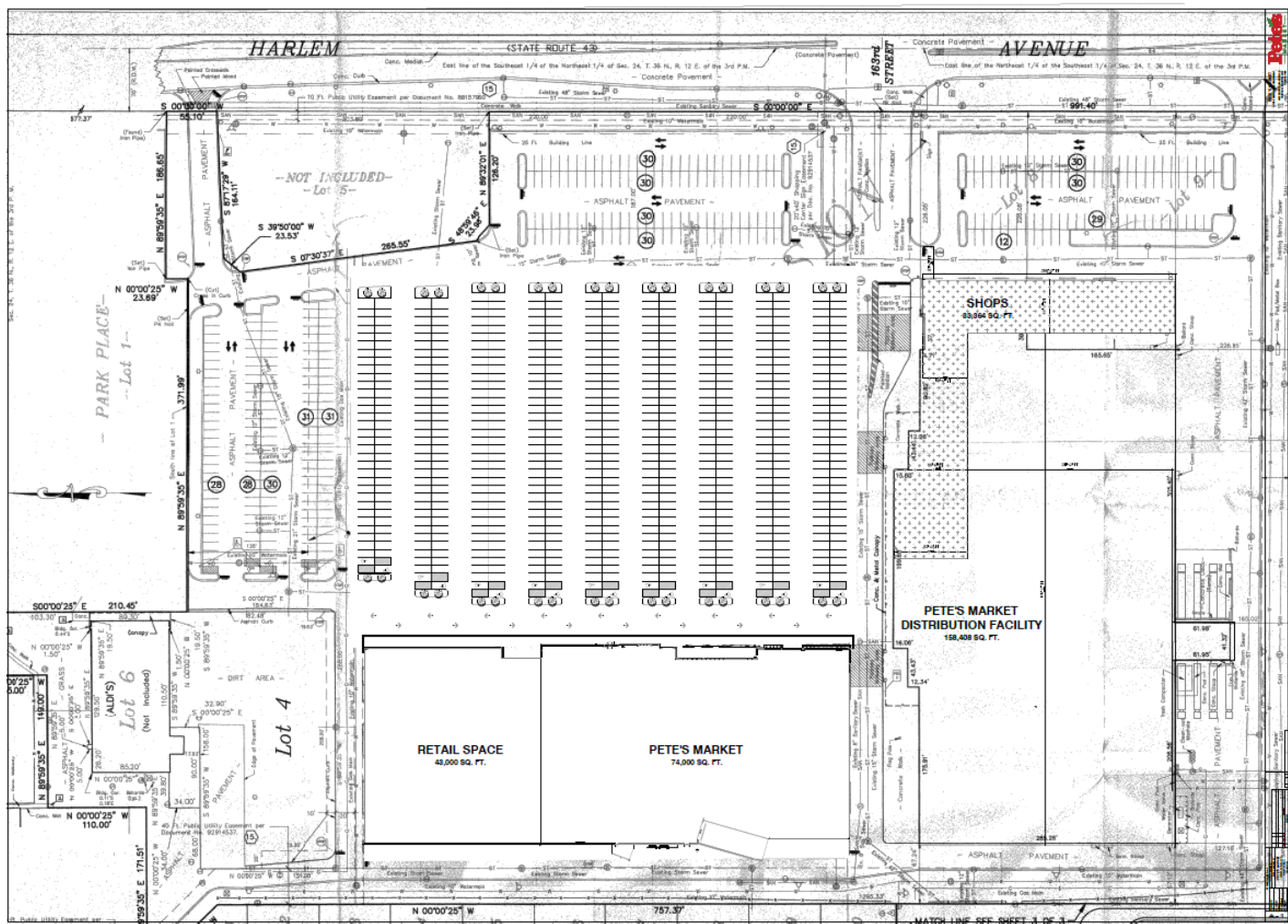
1. Payment of all real estate taxes;
2. Property must be developed in accordance with approved plans;

- Project must be completed by December 31, 2022 (applicant has the right to request an extension)

The Owner is required to execute the agreement prior to the Village submitting the Resolution for Reclassification to the County.

REQUEST

The Economic and Commercial Commission (ECC) reviewed this request at their May 11, 2020 meeting. The Commission unanimously voted to recommend approval of the class 6b request for Pete's Fresh Market. This request is up for approval by the Village Board on May 19, 2020.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-062

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-062**A RESOLUTION SUPPORTING THE FILING OF A CLASS 7B APPLICATION
FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE
(PETE'S FRESH MARKET)**

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

WHEREAS, the Village of Tinley Park ("Village") desires to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance ("Tax Incentive Ordinance"); and

WHEREAS, said Tax Incentive Ordinance provides a Class 7b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

WHEREAS, Stephanie Dremonas (Pete' Fresh Market), on behalf of 163rd & Harlem LLC, ("Applicant"), desires to redevelop certain real property located at 16300 S. Harlem Avenue, legally described in the attached Exhibit 1, PINs: 27-24-202-020-000 & 27-24-202-021-000, in reliance on the Class 7b incentives for plans to construct approximately 117,000 sq. ft. of new commercial space for purposes of a Pete's Fresh Market grocery store and other commercial uses and to remodel and expand an existing vacant approximately 158,000 sq. ft. structure for purposes of warehousing/distributing and other commercial uses; and

WHEREAS, The Applicant would find it difficult to construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year. Without this incentive, commercial property would normally be assessed at twenty-five (25%) of its market value; and

WHEREAS, said Subject Property does not have a Class 7b incentive applied to the Subject Property and the Applicant seeks approval from the Village to consent and support said Class 7b incentive to be applied to the Subject Property; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as Exhibit 2 and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 7b reclassification of the Subject Property; and

WHEREAS, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by 163rd & Harlem LLC and consent and support the Class 7b reclassification of the Subject Property; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by the Applicant and supports and consents to the Class 7b reclassification, subject to the terms and conditions memorialized in the Classification Agreement, and has determined that the commercial use of the Subject Property by Pete's Fresh Market for its new grocery store location at the Subject Property is both necessary and beneficial to the Village.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-062, "A RESOLUTION SUPPORTING THE FILING OF A CLASS 7B APPLICATION FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1
LEGAL DESCRIPTION

PINs: 27-24-202-020-000 & 27-24-202-021-000

PARCEL 1:

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303348, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS," AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

Exhibit 2
INCENTIVE AGREEMENT

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND 163RD & HARLEM LLC,
(16300 S. Harlem Ave, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of May, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **163rd & Harlem LLC**, an Illinois limited liability company (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 16300 S. Harlem Avenue, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 7B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 7B Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 7B Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 6B Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 6B Assessment Classification is necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 7B Tax

Assessment Classification and Class 6B Tax Assessment Classification (collectively, the “**Assessment Classifications**”); and

WHEREAS, Owner shall redevelop the Property which shall consist of (i) the substantial rehabilitation of an abandoned building for warehousing and retail on the southern portion of the Property, (ii) the construction of a new retail building for the use as a supermarket and additional retail, all as depicted on Exhibit B (the “**Preliminary Site Plan**”) and at a total estimated cost of \$29,250,000.00 (the “**Project**”); and

WHEREAS, without the Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolutions, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Assessment Classifications for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolutions to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first class manner and in accordance with this Agreement, the Preliminary Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall apply for the building permit for the Project on or before May 1, 2021 Village approval, which shall not be unreasonably withheld subject to Developer's good faith and timely responses to Village requests during the permit review process, shall occur on or before July 1, 2020.. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2022 (the "**Outside Completion Date**").
- c. The "**Project Work**" shall include all landlord work and site work required for (i) the rehabilitation of the single-story building on the southern portion of the Property for the distribution center and retail, with the distribution center not to exceed approximately 158,408 square feet, and (ii) construction of the new retail structure containing a Pete's Fresh Market supermarket of at least approximately 74,000 square feet and approximately 43,000 square feet of additional retail space. The Project Work shall exclude interior work, interior build out, and tenant improvements.
- d. Upon completion of the Project Work, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the Project Work (a "**Completion Statement**").
- e. The Project Work may be completed in phases. The Owner may, but is not obligated to, submit and the Village shall review a Completion Statement for a portion or phase of the Project Work (a "**Phase Completion Statement**"). Village approval of such Completion Statement shall not be unreasonably withheld. The date on which the Village has approved such Phase Completion Statement shall be a "**Phase Completion Date**."
- f. The "**Substantial Completion Date**" shall mean the date on which the Village has approved a Completion Statement for the entirety of the Project Work, such approval shall not be unreasonably withheld.
- g. In the event that a Completion Statement for the entirety of the Project Work has not been submitted to the Village by the Outside Completion Date, upon a showing of good cause, the Village shall extend the Outside Completion Date

for a period not to exceed one year (an “**Extension**”). To grant an Extension, the Village Manager must receive a written request from the Owner stating the reasons for the proposed extension (the “**Extension Request**”). Such Extension Request must be made before the expiration of the Outside Completion Date. Approval of an Extension shall not be unreasonably withheld.

- h. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, pandemic, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
 - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this

Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
 - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Assessment Classifications on the Property accruing after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.

- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Up to the earlier of the Substantial Completion Date or the Outside Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, , without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved a Phase Completion Statement shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party

making the waiver, and then shall be effective only in the specific instances and for the purpose given.

- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder

shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O’Grady
pogradey@pjmchicago.com

If to Owner: 163rd & Harlem LLC
4333 S. Pulaski Road, Suite 400
Chicago, Illinois 60632
Attn: Stephanie Dremonas
stephanie@pmrealtyinc.com

With a copy to: Sarnoff & Baccash
2 North LaSalle St., Ste. 1000
Chicago, Illinois 60602
Attn: Robert M. Sarnoff
rsarnoff@sarnoffbaccash.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party’s attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Jacob C. Vandenberg
Its: Mayor

ATTEST:

By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of May, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

163rd & Harlem LLC,
an Illinois limited liability company

By: 163rd & Harlem LLC, an Illinois
limited liability company, its Manager

By: _____
Name: _____
Title: Managing Principal

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of May, 2020, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Manager of 163rd & Harlem LLC, an Illinois limited liability company, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

Legal Description

PINS: 27-24-202-020 and 27-24-202-021 (INCLUDES PROJECT REAL ESTATE AND OTHER LAND)*¹

¹ A tax parcel division application is pending, with the new Permanent Index Number affecting only the described real estate expected to be issued for Tax Year 2020 (payable 2021)

EXHIBIT B

**Preliminary Site Plan
(see attached)**

SARNOFF ♦ BACCASH

PROPERTY TAX LAW

April 29, 2020

Village of Tinley Park
Attn: Kimberly Clarke
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477
kclarke@tinleypark.org

**Re: Class 6b and 7b Incentive Resolution Request
163rd & Harlem LLC
16300 S. Harlem Ave., Tinley Park, Illinois 60477
PINs: 27-24-202-020/-021**

Dear Ms. Clarke:

Pursuant to the Village's request, this letter is 163rd & Harlem LLC's ("Applicant") formal request in a letter format for a Village of Tinley Park Resolution in support of a Class 6b Incentive on the above referenced property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months, with a purchase for value, new construction and substantial rehabilitation.

As you know, the Applicant previously requested the above Resolution as well as a Resolution supporting and consenting to a Class 7b Incentive on the subject property. This letter is in addition to all the previously provided information and documentation.

As previously noted, the subject property currently consists of an approximately 1,159,218 square foot site with an approximately 191,772 square foot building that has been 100% vacant and unused since November, 2014 and is in need of significant improvements. The Applicant plans to complete substantial rehabilitation to the existing building for Pete's Fresh Market to occupy approximately 158,408 square feet of this building for its use as a distribution facility. In addition, the Applicant plans to complete substantial rehabilitation to the remaining approximately 33,364 square feet of this building that faces Harlem Ave. and the parking lot for retail spaces.

In addition, the Applicant also plans to construct a brand new approximately 117,000 square foot building located on the west side of the subject property. The plan is for Pete's Fresh Market to occupy approximately 74,000 square feet of this new building for its use as a supermarket and for a large retail tenant to occupy the remaining approximately 43,000 square feet.

As we have discussed, the Class 6b Incentive is being requested on the approximately 158,408 square foot distribution facility only. A Class 7b Incentive is being requested on the remainder. Should you have any questions or concerns, or require additional information, please do not hesitate to contact us at [REDACTED]

Sincerely,
SARNOFF & BACCASH

[REDACTED]
Robert M. Sarnoff
Zachary A. Kafitz

ECONOMIC DISCLOSURE STATEMENT

I, Stephanie Dremonas, if called to testify would attest to the following facts:

1. That I am the Authorized Agent of 163rd & Harlem LLC.
2. That 163rd & Harlem LLC owns the following real estate in Cook County, Illinois:
 - a. 16300 S. Harlem Ave. Tinley Park, IL, PIN 27-24-202-020-0000
27-24-202-021-0000
3. The following is the percentage ownership of 163rd & Harlem LLC:
 - a. James Dremonas: 100%
4. 163rd & Harlem Ave LLC is in compliance with the following laws:
 - a. The Cook County Workforce Resource Ordinance (COOK COUNTY, ILL., CODE, Ch. 2, Art. XIV) as applicable.
 - b. The Cook County Wage Theft Ordinance (COOK COUNTY, ILL., CODE, Ch. 34, Art. IV, Div. 4 § 34-179).
 - c. The Cook County Human Rights Ordinance (COOK COUNTY, ILL., CODE, Ch. 42, Art. II).
 - d. The Illinois Human Rights Act (775 ILCS 5/2-105).
 - e. Title VII and Title IX of the Civil Rights Act (42 USC § 2000e, et seq.).
 - f. The Age Discrimination in Employment Act (29 USC §§ 621-634).
 - g. The Americans with Disabilities Act (42 USC §§ 12101-12213).

Further Affiant Sayeth Not

Stephanie Dremonas

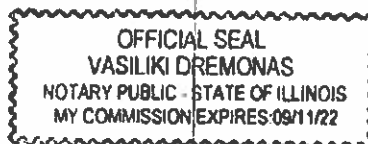
Date:

3-8-20

Subscribed and sworn before me
This day of March, 2020



Signature of Notary Public



COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: 163rd & Harlem LLC Telephone: [REDACTED]
Address: 4333 S. Pulaski Rd.
City: Chicago State: IL Zip Code: 60632

Contact Person (if different than the Applicant)

Name: Stephanie Dremonas Telephone: ()
Address: See above
City: _____ State: _____ Zip Code: _____
Email: _____

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 16300 S. Harlem Ave.
Permanent Real Estate Index Number: 27-24-202-020-0000 (part of)
(2) _____
Permanent Real Estate Index Number: 27-24-202-021-0000 (part of)
(3) _____
Permanent Real Estate Index Number: _____
City: Tinley Park State: IL Zip Code: 60477
Township: Orland Existing Class: 5-17

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☒ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

See attached

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
 - (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy
2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	<u>See attached</u>
Date of Purchase:	<u>August 30, 2019</u>
Name of purchaser:	<u>163rd & Harlem LLC</u>
Name of seller:	<u>Transform Distribution Center Holdco LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? TBD

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See attached Part-time: See attached

How many new permanent full-time jobs will be created as a result of this proposed development?
See attached

How many new permanent full-time jobs will be created as a result of this proposed development?
TBD

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Print Name

Stephanie Dremmond

Date

Title

4-15-2020

Executive Officer

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Stephanie Dremonas as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

☒ Class 6B ☐ Class 8 (*Industrial property*) ☐ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

☒ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☐ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

[Redacted]
Agent's Name

Stephanie Dremonas

Agent's Name & Title

4333 S. Pulaski Rd., Chicago, IL 60632

Agent's Mailing Address

[Redacted]
Agent's Telephone Number

163rd & Harlem LLC

Applicant's Name

4333 S. Pulaski Rd., Chicago, IL 60632

Applicant's Mailing Address

Stephanie @ pmrealtyinc.com
Applicant's e-mail address

Subscribed and sworn before me this

15

day of

April

, 20

20

[Signature]
Signature of Notary Public



EXHIBIT A*(Please type or Print)***PIN(s)****Common Address**

27-24-202-020-0000 (part of)

16300 S. Harlem Ave., Tinley Park, IL 60477

27-24-202-021-0000 (part of)

AFFIDAVIT

I, Stephanie Dremonas, if called to testify would attest to the following facts:

1. That I am Authorized Agent of 163rd & Harlem LLC, that owns the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021) ("Subject Property");
2. That the prior occupant of the Subject Property was a vacant K-Mart.
3. That as of November 2014 or sooner, K-Mart completely vacated the Subject Property.
4. That since November 2014, the Subject Property and has been 100% vacant and unused.

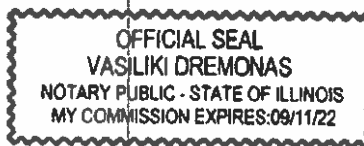
Further Affiant Sayeth Not

[Redacted Signature]

Date: 9-3-2019

Subscribed and sworn before me
This 3rd day of September, 2019

[Signature]
Signature of Notary Public



Legal Description, Site and Building Square Footage

The total land area of the subject parcel located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021) is approximately 1,159,218 square feet, and the total building area of the existing structure located thereon is approximately 191,772 square feet. After construction, there will be an additional approximately 117,000 square foot building located on the subject property. Please see the attached Survey of the existing property and the proposed site plan.

Below please find a legal description of the subject property:

PARCEL 1:

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

PARCEL 2:

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

Description of the Nature of the Project, the Intended Use of the Subject Property and Information Regarding the Applicant and User

163rd & Harlem LLC ("Applicant") recently purchased the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021). The Applicant plans to rehabilitate the abandoned building currently on the subject property for its related entity, Pete's Fresh Market, to occupy part for its own use as a distribution facility and to lease out part to retail tenants. In addition, the Applicant also plans on constructing a new building for Pete's Fresh Market to use as a supermarket and an additional large retail space.

The subject property currently consists of an approximately 1,159,218 square foot site with an approximately 191,772 square foot building that has been 100% vacant and unused since November, 2014 and is in need of significant improvements. As noted above, the Applicant plans to complete substantial rehabilitation to the existing building for Pete's Fresh Market to occupy approximately 158,408 square feet of this building for its use as a distribution facility. In addition, the Applicant plans to complete substantial rehabilitation to the remaining approximately 33,364 square feet of this building that faces Harlem Ave. and the parking lot for retail spaces.

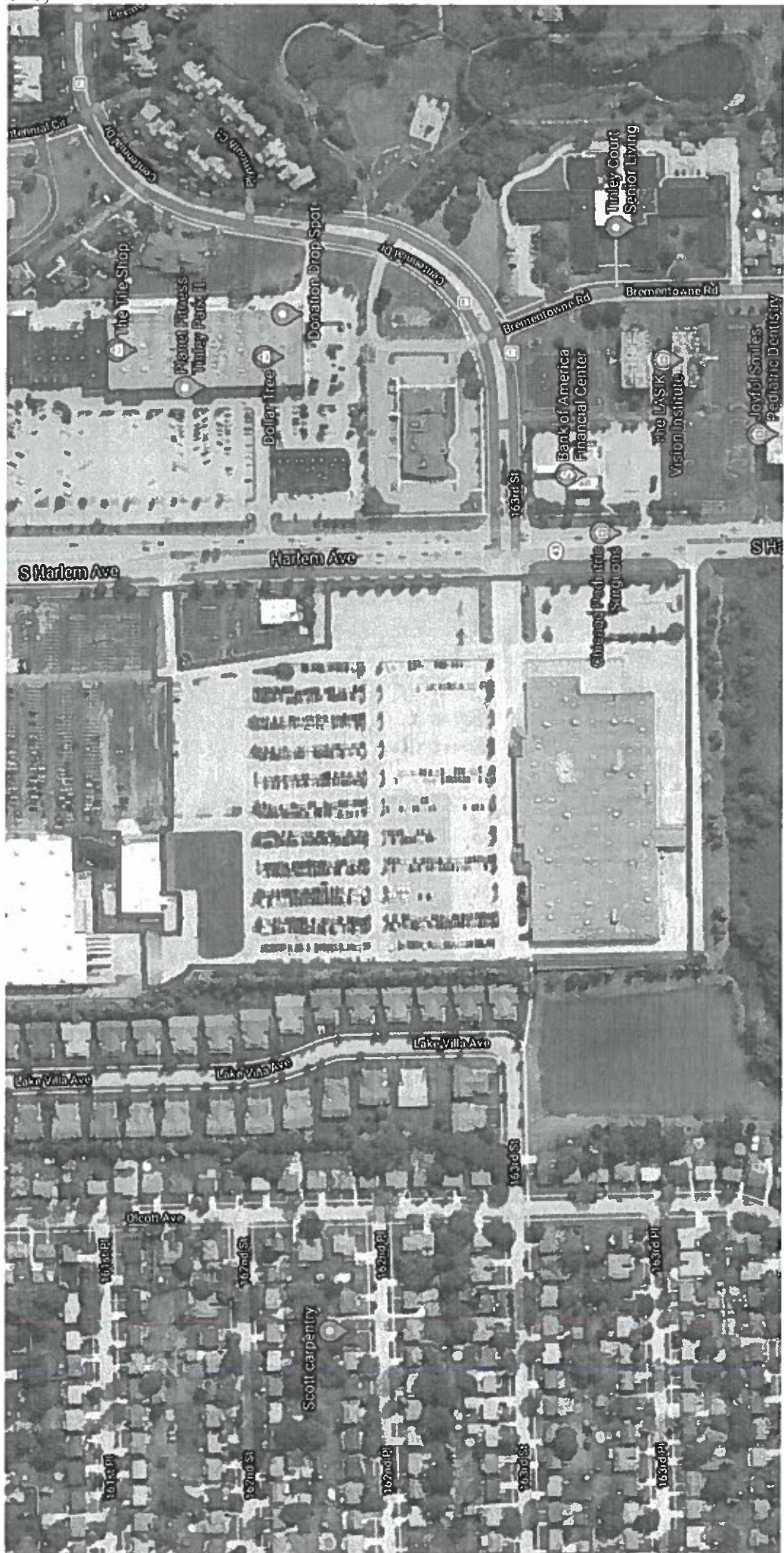
As noted above, the Applicant also plans to construct a brand new approximately 117,000 square foot building located on the west side of the subject property. The plan is for Pete's Fresh Market to occupy approximately 74,000 square feet of this new building for its use as a supermarket and for a large retail tenant to occupy the remaining approximately 43,000 square feet. At this time, the Applicant does not have any tenants secured, but will be working to do so as soon as possible. Note that the Applicant has a strong record of attracting and securing good tenants at many similar operations throughout the Chicagoland area.

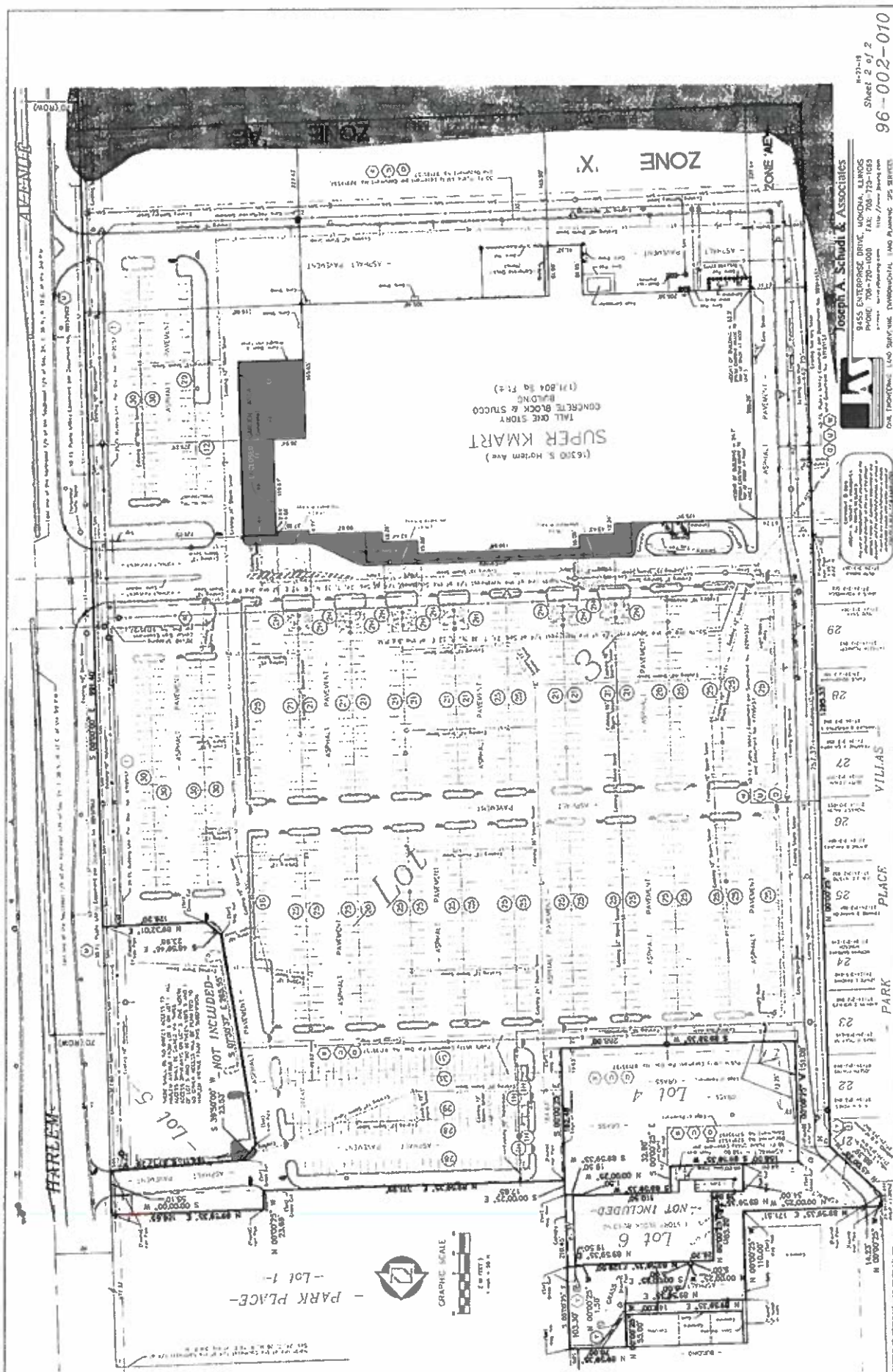
We note that the Class 6b Incentive is being requested on the approximately 158,408 square foot distribution facility only. A Class 7b Incentive has been requested on the remainder. We also note that we will be dividing the PINs that will result in one new PIN for the 158,408 square foot distribution facility and another PIN for the remainder.

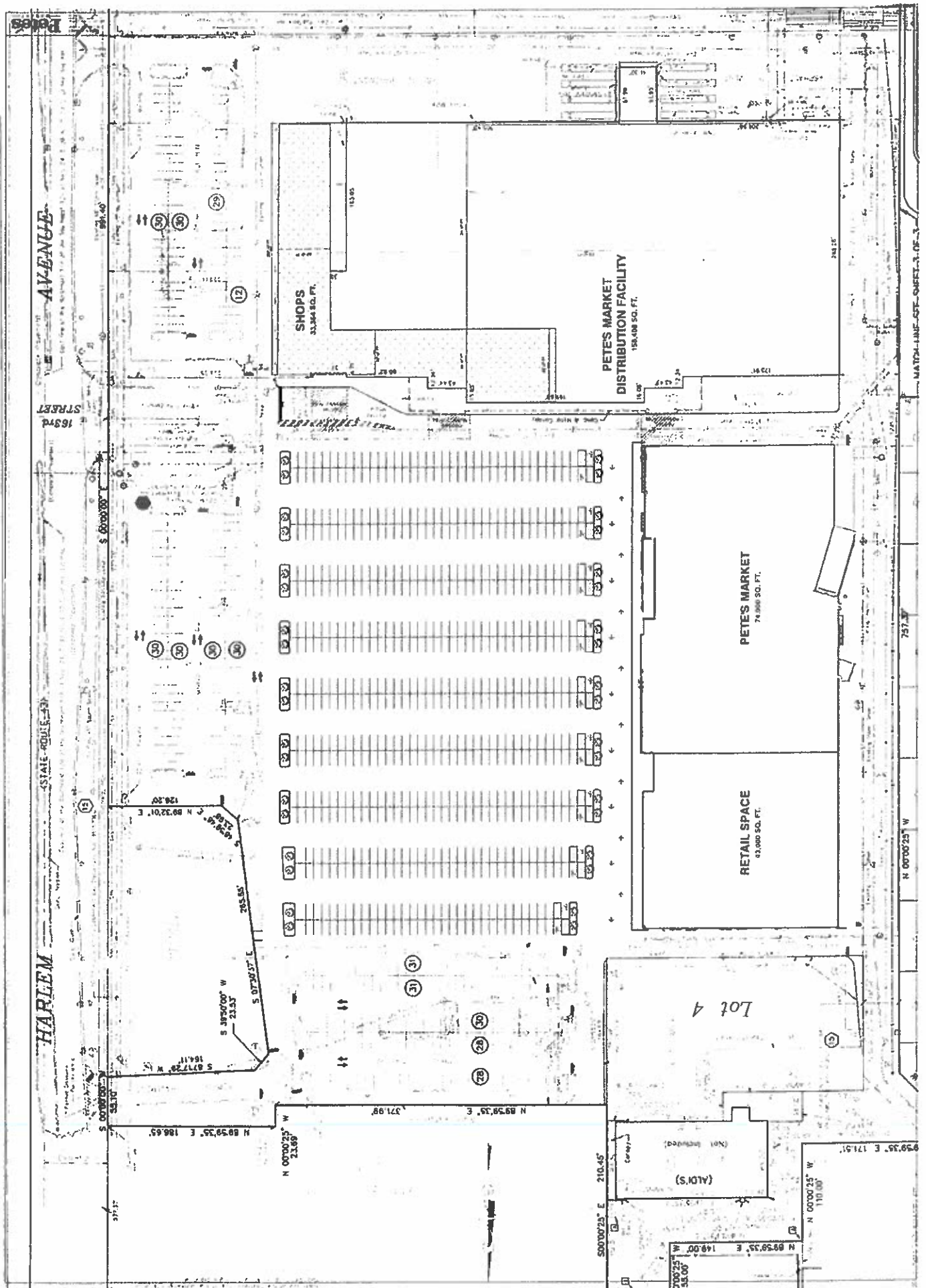
The Applicant has allotted approximately \$29,250,000 to complete the above, which will create approximately 40 to 60 construction/rehabilitation jobs. Please note, however, that these construction costs could significantly vary for a variety of reasons depending cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements.

The Applicant plans to complete the improvements in two phases. Phase I would be to complete the rehabilitation of the existing building. Given the scope of this project the Applicant plans to start construction in early 2021, complete the construction by the end of 2021 and occupancy to then occur as soon as possible. Phase II would be the new construction, which the Applicant plans to break ground in late 2021/early 2022, complete the construction by the end of 2022/early 2023 and occupancy to then occur as soon as possible.

Pete's Fresh Market expects to have approximately 30 to 40 (all full-time) employees working at the distribution facility. In addition, Pete's Fresh Market expects to have approximately 170 employees (155 full-time and 15 part-time) working at the supermarket. The Applicant also expects the other retail tenants to bring approximately 30 to 60 jobs. Note that most of the Pete's Fresh Market employees will be new hires.







Ownership Information

Ownership: 163rd & Harlem LLC ("Applicant") recently purchased the property located at 16300 S. Harlem Ave. in Tinley Park, Illinois (PINs: 27-24-202-020/-021). Attached hereto please find a copy of the Articles of Organization as well as the Special Warranty Deed.

Managers: James Dremonas
4333 S. Pulaski Rd.
Chicago, Illinois 60632

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

ORDINANCE
NO. 2019-O-008

**AN ORDINANCE DESIGNATING AN AREA IN THE VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS, COMMONLY KNOWN AS 159TH AND
HARLEM AS BLIGHTED**

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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
MICHAEL W. GLOTZ
WILLIAM P. BRADY
JOHN A. CURRAN
Board of Trustees

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-008**AN ORDINANCE DESIGNATING AN AREA IN THE VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS, COMMONLY KNOWN AS 159TH AND
HARLEM AS BLIGHTED**

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

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") has evaluated whether a certain area delineated by Property Index Numbers 27-204-201-13, 27-201-204-14, 27-24-202-10, 27-24-202-20, 27-24-202-21, 27-24-202-22, 27-24-202-23, and 28-19-100-057 Tinley Park Cook County, Illinois, and further described on Exhibit A, a copy of which is attached hereto and made part hereof as Exhibit 1c(the "Area"), constitute a blighted area as defined by the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act").

WHEREAS, in order to find that an area qualified as blighted area under the TIF Act, five of the following thirteen factors listed must be present: (1) Dilapidation; (2) Obsolescence; (3) Deterioration; (4) Presence of structures below minimum code standards; (5) Illegal use of individual structures; (6) Excessive vacancies; (7) Lack of ventilation, light, or sanitary facilities; (8) Inadequate utilities; (9) Excessive land coverage and overcrowding of structures and community facilities; (10) Deleterious land-use or layout; (11) Environmental clean-up; (12) Lack of community planning; (13) Stagnant or declining EAV whereas total equalized assessed value of proposed redevelopment project area has declined three of the last five years.

WHEREAS, the Village has reviewed a December 2018 study analysis ("the Report") from the consulting firm Kane, McKenna & Associates, Inc. attached hereto and made a part hereof as Exhibit B. The Report was prepared specifically for the above referenced PINs in determining whether all or a portion of this area qualifies as blighted as set forth in the definitions of the Tax Increment Allocation Redevelopment Act.

WHEREAS, the Report concluded that said area, surpasses the "five of thirteen" eligibility factor threshold requirement by meeting the following six eligibility factors: (1) Excessive vacancies; (2) Obsolescence; (3) Stagnant or declining EAV; (4) Lack of community planning; (5) Deterioration and (6) Environmental Remediation.

WHEREAS, the Village finds the property within the Area is blighted and contains characteristics of deficiencies which limit the property's use and marketability; and find that the property is in a state of deterioration and that the property within the Area is in need of substantial rehabilitation.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made part hereof, as if fully set forth in their entirety.

SECTION 2: The Village hereby finds and agrees that the said area has been appropriately declared as blighted by a qualified independent consultant.

SECTION 3: All property in the blighted area is expected to substantially benefit by redevelopment improvements.

SECTION 4: The sound growth of taxing districts applicable to the area, including the Village, has impaired by the factors found present in the area.

SECTION 5: That the area is therefore in need of redevelopment.

SECTION 6: That unless corrected, the blighted conditions outlined in the Report will persist and continue to delay any future economic development within the Area.

SECTION 7: The Mayor and Clerk as well as other appropriate Village officials are hereby authorized to sign any necessary documents to implement this Ordinance.

SECTION 8: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 5th day of February, 2019.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Currnan

NAYS: None

ABSENT: None

APPROVED THIS 5th day of February, 2019.

ATTEST:


VILLAGE CLERK


VILLAGE PRESIDENT

JD/RealEstate**EXPENSE PROFORMA**Project Name: Tinley ParkDate: 3/17/2020Developer: JD Real Estate Inc.**SOURCES AND USES OF FUNDS****SOURCES OF FUNDS**

Equity	
Developer Equity	\$ 8,772,112
Financing	\$ 26,316,337
TOTAL SOURCES OF FUNDS	\$ 35,088,449

USE OF FUNDS

Land Aquistition	\$ 5,000,000
Soft Cost/Fees	\$ 838,449
Hard Construction Costs	\$ 29,250,000
TOTAL USES OF FUNDS	\$ 35,088,449

JD/RealEstate

DETAILED BUDGET

Land Acquisition:	\$ 5,000,000
Soft Costs/Fees:	
Construction Documents	\$ 308,762
Design Schematic	\$ 77,191
Entitlements	\$ 30,876
Legal/Accounting	\$ 154,381
Commissions	\$ 267,239
Total Soft Cost/Fees	\$ 838,449
Hard Construction Costs:	
Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 1,650,000
(i) Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,200,000
Roof/Metal Panel	\$ 800,000
(ii) Electrical (core/shell)	\$ 325,000
Mechancial (Sewer and Water)	\$ 450,000
(iii) Carpentry (core/shell)	\$ 250,000
General Requirements	\$ 100,000
Pete's Market Build Out	\$ 10,975,000
Pete's Market Distribution	\$ 6,500,000
Additional Tenants	\$ 4,500,000
Total Hard Cost/Fees	\$ 29,250,000
Total Development Cost	\$ 35,088,449



Interoffice Memo

To: Village Board

Cc: David Niemeyer, Village Manager
Paula Wallrich, Acting Community Development Director

From: Priscilla Cordero, Business Development Manager

Date: May 19, 2020

Subject: Redevelopment Grant Program

BACKGROUND:

The Village of Tinley Park is committed to assuring the long-term viability of the community by encouraging private investment in sites throughout the community that need significant redevelopment. Many of these sites do not fall within the existing Oak Park Avenue Grant Program area, a TIF district, Cook County Special Designated area or meet other criteria to be eligible for traditional incentive agreements.

There are properties in our community where the costs involved to rehabilitate existing structures may be greater than the value of the structure or exceed the funding ability of the property owner. As such, property owners may lack the motivation to rehabilitate these sites due to the low rate of return on their investment. The Village is seeking ways to incentivize these properties and encourage site and building improvements that will enhance the overall aesthetics of the area for residents, as well as improve the property value and resulting Equalized Assessed Value (EAV) for the parcel. The approved budget provides \$90,000 for the creation of a grant program to serve properties not able to access existing funding opportunities. It is the goal of the program to build on the success of the existing Oak Park Avenue grant program and follow some of the existing grant programs parameters and process for approval.

DISCUSSION:

Staff recommends a 50/50 matching grant to be used for the following purposes:

1. Façade Improvement
2. Code Compliance
3. Stormwater Management
4. Parking Lot Improvements
5. Environmental Remediation

GOALS:

Key goals for this incentive program are:

- Encourage investment and improvements to sites that might otherwise remain undeveloped, unoccupied or in a blighted condition if additional funding is not provided;
- Encourage investment that will improve building safety and address building and fire code deficiencies;
- Encourage distinctive architecture that conforms to the Village's architectural and site guidelines as outlined in Section III.U (Site Plan and Architectural Review);
- Address existing flooding issues by encouraging improved storm water design including state of the art engineering innovations such as pervious pavement, bioswale design and overall reduction of pervious pavement;
- Address existing environmental issues that require remediation in order to develop;
- Improve economic value and viability which will result in increased property value; and
- Spur start-up, business attraction, and expansion of sales tax producing businesses.

ELIGIBLE EXPENSES:

Eligible costs to include permanent improvements that are affixed to the real estate and result in overall increased property value. These may include:

- Fire sprinkler systems
- Fire alarm systems
- Siding
- Exterior lighting
- Windows and doors

INELIGIBLE EXPENSES:

- Professional fees including legal, engineering and architectural fees
- Signage
- Landscaping
- Painting
- Other improvements or fixtures not affixed to the real estate

PROCESS:

The applicant must submit a completed application to the Community Development Department. The process is outlined below:

1. Pre-Application Meeting

The applicant is encouraged to meet with Community Development Staff to discuss the feasibility of the proposal.

2. Submittal of Complete Application**3. Staff Review**

Staff will review the application for completeness, ensure there is no outstanding debt owed to the Village and review the development for compliance with Village Codes and Ordinances. Staff will also review the application's alignment with the key goals of the

program and adherence to the list of eligible costs. Staff will conduct an inspection of the subject property to ensure that upon completion of the project the property/structure will be brought into compliance with Village Codes and Ordinances.

4. Economic and Commercial Commission

Upon Commission review, revisions to the application may be requested. When the required revisions have been made, the application will be presented to the Village Board.

5. Village Board Action

The Village Board will conduct a public review of the application. Upon the conclusion of the public review, the Village Board will make a determination on the grant amount and authorize the execution of the Program Agreement.

6. Reimbursement

The grant will be paid on a reimbursement basis once the proposed project has been completed, all outstanding violations have been corrected and receipts for eligible expenditures have been verified.

PRIORITY:

If applications exceed the Village's funding budget, the following factors shall be taken into consideration to rank businesses for grant awards:

- History of vacancy;
- Ability to address a history of lack of investment due to deterioration of building condition that poses a threat to public safety and results in a negative impact on property values in the surrounding area;
- Presence of extraordinary redevelopment costs such as remodeling/demolition, environmental remediation, infrastructure expansion costs;
- Proposed increase in employment; and
- Quality of development and overall aesthetics which are in excess of current code requirements.

APPLICATION CRITERIA:

A grant may be awarded to any business or property which meets the following:

- The property is not located in an area currently eligible for an incentive;
- The property is a tax paying entity;
- The property is in compliance with Village codes or ordinances upon completion of the project;
- The property owner is not overdue in any payments to the Village;
- The applicant provides a pro-forma statement along with a detailed cost estimate;
- The applicant is required to pay 100% of construction costs upfront before submitting for reimbursement;
- If the subject business is a start-up business, a business plan may be requested.

FUNDING:

1. Staff has recommended a total funding level of \$90,000 for the Redevelopment Grant to be used towards façade improvements, code compliance, parking lot improvements, environmental remediation and stormwater management improvements.

Once the program is approved, funds will be available beginning June 1, 2020. Staff is recommending closing the initial application period on July 1, 2020 to encourage projects in this

construction season. If the funding is not exhausted during that period a second enrollment period can be opened.

Funding from this program will come from the General Fund.

CAP:

One site can use up to \$30,000 in matching grants per site. A site is not eligible for grants if they received a Village incentive in the past 10 years. The minimum matching grant amount will be \$10,000.

REPORTING:

Status reports on grant applications and funding levels will be included in the Community Development's monthly Active Projects Report and presented at Economic and Commercial Commission meetings so as to keep the community and elected officials apprised of the status of each grant program recipient.

REQUEST:

The Economic and Commercial Commission (ECC) reviewed the proposed Redevelopment Grant Program at their May 11, 2020 meeting. The Commission unanimously voted to recommend approval of the Redevelopment Grant Program.

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

RESOLUTION
NO. 2020-R-063

**A RESOLUTION CREATING A REDEVELOPMENT GRANT PROGRAM IN AREAS
CURRENTLY NOT ELIGIBLE FOR OTHER VILLAGE FUNDING**

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

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

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

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

RESOLUTION NO. 2020-R-063

**A RESOLUTION CREATING A REDEVELOPMENT GRANT PROGRAM IN AREAS
CURRENTLY NOT ELIGIBLE FOR OTHER VILLAGE FUNDING PROGRAMS**

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

WHEREAS, the Village of Tinley Park ("Village") desires to improve the long-term term viability of the community by encouraging private investment in sites throughout the community that need significant redevelopment but do not fall within the existing Oak Park Avenue Grant Program area, a TIF district, Cook County Special Designated area or meet other criteria to be eligible for traditional incentive agreements; and

WHEREAS, the Economic and Commercial Commission recommended the program for approval to the Village Board at their May 11, 2020 meeting; and

WHEREAS, \$90,000 has been appropriated in the Village budget for such purposes as outlined in the Redevelopment Grant Program; 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 approve and create the Redevelopment Grant Program.

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

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby declare and approve the creation of the Redevelopment Grant Program to assist in the economic development of areas not eligible for economic incentives under other programs available in the Village.

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

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 19th day of May 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-063, "A RESOLUTION CREATING A REDEVELOPMENT GRANT PROGRAM IN AREAS CURRENTLY NOT ELIGIBLE FOR OTHER VILLAGE FUNDING PROGRAMS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: May 13, 2020

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

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

Subject: Approve Job Order Contract (JOC) With F.H. Paschen For 80th Ave. Train Station Staircases, Railings, Concrete, Landscaping, and Paver Replacement/Repairs

Presented for May 19, 2020 COW and Village Board Meeting for consideration and possible action:

Description:

We are requesting authorization to repair and replace the 3rd and 4th phases of the 80th Ave. Train Station Staircases/Hand Railing Replacement/Repair Project utilizing the Job Order Contracting (JOC) procurement method. It is our recommendation to follow the updated design installation details as released to the contractor for the repairs of the staircases and railings at the 80th Ave. Train Station. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville, this contract is for usage by other jurisdictions within Illinois pursuant to 30 ILCS 525 (Procurement #11-082).

Background:

Shortly after the original opening of the 80th Ave. Train Station in 2012, the Public Works Department was notified of railings in the area that were lifting from the concrete and damaging the surrounding staircases and curbing. Repairs to date included the replacement of seven staircases in phase one (\$220,241.90) and two (\$198,786.01). Based on previous discussions with the Village attorney and staff members, it was recommend to complete all the remaining segments/phases (3 & 4).

Budget / Finance: Funding is budgeted and available in the approved FY21 Budget; Municipal Buildings Fund.

Budget Available	803,413.99
<u>Contract Amount</u>	<u>803,398.47</u>
Difference – Under Budget	\$15.52



Staff Direction Request:

1. Approve JOC contract with Gordian/F.H. Paschen, S.N. Nielsen & Associates of Chicago, Illinois for the amount of \$803,398.47.
2. Direct staff as necessary.

Attachments:

Gordian/F.H. Paschen, S.N. Nielsen & Associates proposal and detailed scope of work.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-053

**A RESOLUTION APPROVING A JOC CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND GORDIAN/F.H. PASCHEN, S.N. NIELSEN
& ASSOCIATES FOR THE 80TH AVE. TRAIN STATION STAIRCASES,
RAILINGS, CONCRETE, LANDSCAPING AND PAVER
REPLACEMENT/REPAIRS**

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

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

RESOLUTION NO. 2020-R-053

**A RESOLUTION APPROVING A JOC CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND GORDIAN/F.H. PASCHEN, S.N. NIELSEN
& ASSOCIATES FOR THE 80TH AVE. TRAIN STATION STAIRCASES,
RAILINGS, CONCRETE, LANDSCAPING AND PAVER
REPLACEMENT/REPAIRS**

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

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

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

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

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

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

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

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

ADOPTED this 19th day of May, 2020, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of May, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **F.H. Paschen, S.N. Nielsen & Associates LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Eight Hundred And Three Thousand, Three Hundred Eighty Eight and 47/100 Dollars (\$803,398.47)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

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

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

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

The undersigned _____, as _____ and on behalf
(Name) (Title)
of F.H. Paschen, S.N. Nielsen & Associates having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

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

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

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

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

Registered with Illinois Department of Revenue: Yes ☐ No ☐

Describe supporting documentation attached (if "No," explain): _____

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

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

_____ Form C Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

F.H. Paschen, S.N. Nielsen & Associates LLC

Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: _____ Date _____

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____ Date _____
Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more) Date _____

VILLAGE OF TINLEY PARK

BY: _____ Date _____
Village Manager

SCOPE OF SERVICES

Attached Scope of work for Train Station 3rd and 4th phase railings as detailed in:

- **Work Order Number #068496.01 Titled: Village of Tinley Park – Train Station 3rd and 4th phase railings supplemental (Main Front Entrance Staircase, East Ramp/North Tunnel, East Ramp/South Tunnel, West Ramp/North Tunnel, West Ramp/South Tunnel, Staircase Into Building Entrance & Staircase/Railings/Stair Repairs).**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

[illegible]

[illegible]

[illegible]

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

Date	Law	Determination	Penalty

Job Order Contract

Proposal Review Summary - Category

Date:	November 12, 2019
Work Order #:	068496.01
Title:	Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental
Contractor:	11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value:	\$803,398.47
Proposal Name:	Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental
Proposal Submitted:	10/29/2019

Alternate #1:	\$62,928.63
East Ramp - North Tunnel:	\$44,437.92
East Ramp - South Tunnel:	\$52,027.17
Main Staircase:	\$70,923.19
No Category Input:	\$-13,821.00
Railings:	\$423,841.96
Stair Repairs:	\$30,140.54
West Ramp - North Tunnel:	\$56,591.57
West Ramp - South Tunnel:	\$76,328.50
Proposal Total	\$803,398.47

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **30.88%**

Job Order Contract

Proposal Review Detail - Category

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$803,398.47
Proposal Name: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental
Proposal Submitted: 10/29/2019

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Alternate #1					
1	01 22 23 00-0527		WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$4,605.81
			Installation	Quantity 1.00 x Unit Price 3,832.43 x Factor 1.2018 = Total \$4,605.81	
				Contractors Note: Equipment used to haul removed pavers on pallet and then used to bring pavers back to the staircase alternate #1	
2	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$483.89
			Installation	Quantity 2.00 x Unit Price 201.32 x Factor 1.2018 = Total \$483.89	
				Contractors Note: Mobilize and demobilize concrete equipment at the staircase alternate #1	
3	01 74 13 00-0003		CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed	\$1,061.07
			Installation	Quantity 45.00 x Unit Price 19.62 x Factor 1.2018 = Total \$1,061.07	
				Contractors Note: Load spoils into truck or dumpster at the staircase alternate #1	
4	01 74 19 00-0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$459.33
			Installation	Quantity 1.00 x Unit Price 382.20 x Factor 1.2018 = Total \$459.33	
				Contractors Note: Construction debris at the staircase alternate #1	
5	02 41 19 13-0003		SF	Remove Brick Flooring And Salvage	\$683.10
			Installation	Quantity 280.00 x Unit Price 2.03 x Factor 1.2018 = Total \$683.10	
				Contractors Note: Assist in removing / loading pavers onto pallet once they are removed - alternate #1	
6	02 41 19 13-0089		EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$612.03
			Installation	Quantity 1.00 x Unit Price 509.26 x Factor 1.2018 = Total \$612.03	
				Contractors Note: Minimum sawcut charge at alternate #1 staircase	
7	02 41 19 13-0214		IN	3/4" Diameter Drilling In Concrete Per Inch Of Depth	\$670.60
			Installation	Quantity 186.00 x Unit Price 3.00 x Factor 1.2018 = Total \$670.60	
				Contractors Note: Drill into existing concrete slab to install dowels at the staircase alternate #1	

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Alternate #1					
8	02 41 19 13-0261		SF	Up To 6" Thick Concrete Cutouts, Up To 6 SF With Bar Reinforced, Slab On Grade	\$17,197.76
			Installation	Quantity Unit Price Factor Total 375.00 x 38.16 x 1.2018 = \$17,197.76	
			Contractors Note: Sawcut existing concrete at staircase alternate #1 into pieces small enough to haul by hand / concrete buggy to the dumpster.		
9	03 01 30 71-0016		LF	Epoxy Injection, Over 1/4" Wide	\$1,282.32
			Installation	Quantity Unit Price Factor Total 20.00 x 53.35 x 1.2018 = \$1,282.32	
			Contractors Note: Epoxy injection for new dowels at the staircase alternate #1		
10	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$1,828.66
			Installation	Quantity Unit Price Factor Total 160.00 x 9.51 x 1.2018 = \$1,828.66	
			Contractors Note: Formwork for new staircase alternate #1 foundation footings, walls and frost walls.		
11	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$346.12
			Installation	Quantity Unit Price Factor Total 160.00 x 1.80 x 1.2018 = \$346.12	
			Contractors Note:		
12	03 11 23 00-0002		SF	Cast On Grade Stairway Wood Formwork	\$3,937.10
			Installation	Quantity Unit Price Factor Total 240.00 x 13.65 x 1.2018 = \$3,937.10	
			Contractors Note: Formwork required on both sides of new staircase alternate #1		
13	03 11 23 00-0002	0008	SF	For Quantities < 1000, Add	\$767.23
			Installation	Quantity Unit Price Factor Total 240.00 x 2.66 x 1.2018 = \$767.23	
			Contractors Note:		
14	03 21 13 00-0006		TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6	\$2,660.95
			Installation	Quantity Unit Price Factor Total 0.80 x 2,767.67 x 1.2018 = \$2,660.95	
			Contractors Note: Furnish and install required rebar for the staircase alternate #1		
15	03 21 13 00-0006	0021	TON	For Epoxy Coated, Add	\$877.15
			Installation	Quantity Unit Price Factor Total 0.80 x 912.33 x 1.2018 = \$877.15	
			Contractors Note:		
16	03 21 13 00-0026		EA	Straight Dowels, 5/8" Diameter x 24" Long (16 mm Diameter x 61 cm Long), Deformed	\$85.93
			Installation	Quantity Unit Price Factor Total 25.00 x 2.86 x 1.2018 = \$85.93	
			Contractors Note: Furnish and install new dowels to tie new staircase landing into existing concrete - alternate #1		
17	03 31 13 00-0034		CY	Direct Chute, Place 3000 PSI On Grade Concrete Stairs	\$7,953.48
			Installation	Quantity Unit Price Factor Total 27.00 x 245.11 x 1.2018 = \$7,953.48	
			Contractors Note: Furnish and install new concrete for the staircase alternate #1		

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description					Line Total
Alternate #1									
18	03 31 13 00-0034	0037	CY	For 4000 PSI (280 Kg/Cm2) Concrete, Add					\$288.79
			Installation	Quantity 27.00 x Unit Price 8.90 x Factor 1.2018 =				Total \$288.79	
Contractors Note:									
19	03 31 13 00-0034	0047	CY	For Quantities > 20 To 50, Add					\$689.21
			Installation	Quantity 27.00 x Unit Price 21.24 x Factor 1.2018 =				Total \$689.21	
Contractors Note:									
20	03 31 13 00-0062		CY	12" Thick, By Direct Chute, Place 3000 PSI Concrete Walls					\$3,984.21
			Installation	Quantity 20.00 x Unit Price 165.76 x Factor 1.2018 =				Total \$3,984.21	
Contractors Note: Furnish and install new concrete at foundation footings, foundation walls and frost walls at the staircase alternate #1									
21	03 31 13 00-0062	0037	CY	For 4000 PSI (280 Kg/Cm2) Concrete, Add					\$213.92
			Installation	Quantity 20.00 x Unit Price 8.90 x Factor 1.2018 =				Total \$213.92	
Contractors Note:									
22	03 31 13 00-0062	0051	CY	For Quantities Up To 20, Add					\$598.50
			Installation	Quantity 20.00 x Unit Price 24.90 x Factor 1.2018 =				Total \$598.50	
Contractors Note:									
23	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy					\$1,508.26
			Installation	Quantity 50.00 x Unit Price 25.10 x Factor 1.2018 =				Total \$1,508.26	
Contractors Note: Buggy utilized to haul new and demolished concrete at the staircase alternate #1									
24	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel					\$626.44
			Installation	Quantity 375.00 x Unit Price 1.39 x Factor 1.2018 =				Total \$626.44	
Contractors Note: Finish new concrete stairs - alternate #1									
25	05 12 23 00-0170		SI	Metal Grinding Up To 1/32" Thickness To Be Removed Note: Includes rust or scale removal on metal and smoothing surface after torch cutting.					\$224.98
			Installation	Quantity 288.00 x Unit Price 0.65 x Factor 1.2018 =				Total \$224.98	
Contractors Note: grind railings to remove posts and railings throughout - alternate #1									
26	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area					\$1,221.51
			Installation	Quantity 280.00 x Unit Price 3.63 x Factor 1.2018 =				Total \$1,221.51	
Contractors Note: Remove existing sand bedding - alternate #1									
27	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)					\$663.69
			Installation	Quantity 25.00 x Unit Price 22.09 x Factor 1.2018 =				Total \$663.69	
Contractors Note: Furnish and install new aggregate for concrete stairs alternate #1									

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description					Line Total
Alternate #1									
28	31 05 16 00-0003	0053	CY	For Quantities > 10 To 25 (> 8 To 19 M3), Add					\$66.40
				Quantity	Unit Price	Factor	Total		
			Installation	25.00 x	2.21 x	1.2018 =	\$66.40		
Contractors Note:									
29	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope					\$2,610.01
				Quantity	Unit Price	Factor	Total		
			Installation	35.00 x	62.05 x	1.2018 =	\$2,610.01		
Contractors Note: Excavate existing spoils in order to install new staircase foundation footings, walls and frost walls and the staircase alternate #1									
30	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded					\$249.01
				Quantity	Unit Price	Factor	Total		
			Installation	280.00 x	0.74 x	1.2018 =	\$249.01		
Contractors Note: Furnish and install additional sand bedding as required - alternate #1									
31	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat					\$1,956.53
	Excludes Material			Quantity	Unit Price	Factor	Total		
			Installation	220.00 x	4.94 x	1.2018 =	\$1,306.12		
			Demolition	220.00 x	2.46 x	1.2018 =	\$650.41		
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material. - alternate #1									
32	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add					\$909.52
				Quantity	Unit Price	Factor	Total		
			Installation	220.00 x	3.44 x	1.2018 =	\$909.52		
Contractors Note:									
33	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add					\$245.89
				Quantity	Unit Price	Factor	Total		
			Installation	220.00 x	0.93 x	1.2018 =	\$245.89		
Contractors Note:									
34	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge					\$607.87
	Excludes Material			Quantity	Unit Price	Factor	Total		
			Installation	60.00 x	5.62 x	1.2018 =	\$405.25		
			Demolition	60.00 x	2.81 x	1.2018 =	\$202.62		
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material - alternate #1									
35	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add					\$429.04
				Quantity	Unit Price	Factor	Total		
			Installation	60.00 x	5.95 x	1.2018 =	\$429.04		
Contractors Note:									
36	32 14 16 00-0003	0131	SF	For Quantities Up To 100, Add					\$322.32
				Quantity	Unit Price	Factor	Total		
			Installation	60.00 x	4.47 x	1.2018 =	\$322.32		
Contractors Note:									
Subtotal for Alternate #1:									\$62,928.63
East Ramp - North Tunnel									

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
East Ramp - North Tunnel						
37	01 22 23 00-0147	DAY		700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$4,927.38	
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	820.00 x	1.2018 =	\$4,927.38
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at the east ramp - north tunnel.						
38	01 22 23 00-0162	DAY		Backhoe Attachment For Skid-Steer Loaders	\$602.94	
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	100.34 x	1.2018 =	\$602.94
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at east ramp - north tunnel.						
39	01 22 23 00-0527	WK		5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$9,211.63	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	3,832.43 x	1.2018 =	\$9,211.63
Contractors Note: Equipment used to haul removed pavers to pallet and then used to bring pavers back East Ramp - North Tunnel to be reinstalled.						
40	01 71 13 00-0002	EA		Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$483.89	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	201.32 x	1.2018 =	\$483.89
Contractors Note: Mobilize / demobilize bobcat.						
41	01 71 13 00-0003	EA		Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$1,935.52	
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	402.63 x	1.2018 =	\$1,935.52
Contractors Note: Mobilize / demobilize equipment including but not limited to bobcat(s), concrete pump truck and loader for east ramp - north tunnel.						
42	01 74 13 00-0003	CY		Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed	\$235.79	
			Quantity	Unit Price	Factor	Total
		Installation	10.00 x	19.62 x	1.2018 =	\$235.79
Contractors Note: Load concrete debris from east ramp - north tunnel into dumpster.						
43	01 74 19 00-0013	EA		20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$459.33	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	382.20 x	1.2018 =	\$459.33
Contractors Note: Dumpster for concrete and construction debris at the east ramp - north tunnel						

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
East Ramp - North Tunnel					
44	02 41 19 13-0003		SF	Remove Brick Flooring And Salvage	\$1,646.77
				Quantity Unit Price Factor Total	
			Installation	675.00 x 2.03 x 1.2018 =	\$1,646.77
Contractors Note: Assist in removing / loading pavers onto pallet once they are removed.					
45	02 41 19 13-0089		EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$612.03
				Quantity Unit Price Factor Total	
			Installation	1.00 x 509.26 x 1.2018 =	\$612.03
Contractors Note: Minimum sawcut charge at east ramp - north tunnel.					
46	02 41 19 13-0259		SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade	\$1,824.69
				Quantity Unit Price Factor Total	
			Installation	45.00 x 33.74 x 1.2018 =	\$1,824.69
Contractors Note: Remove and dispose of existing concrete curb. Curb to be cut into pieces and hauled by buggy to dumpster at the east ramp - north tunnel					
47	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$1,291.49
				Quantity Unit Price Factor Total	
			Installation	113.00 x 9.51 x 1.2018 =	\$1,291.49
Contractors Note: Formwork required for furnishing and install new concrete curb at the east ramp - north tunnel.					
48	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$244.45
				Quantity Unit Price Factor Total	
			Installation	113.00 x 1.80 x 1.2018 =	\$244.45
Contractors Note:					
49	03 21 13 00-0004		TON	Grade 50 Reinforcing Steel, Footings And Slabs, #3-#6	\$327.36
				Quantity Unit Price Factor Total	
			Installation	0.10 x 2,723.94 x 1.2018 =	\$327.36
Contractors Note: Furnish and install new #5 rebar at the east ramp - north tunnel					
50	03 21 13 00-0004	0021	TON	For Epoxy Coated, Add	\$105.68
				Quantity Unit Price Factor Total	
			Installation	0.10 x 879.36 x 1.2018 =	\$105.68
Contractors Note:					
51	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy	\$301.65
				Quantity Unit Price Factor Total	
			Installation	10.00 x 25.10 x 1.2018 =	\$301.65
Contractors Note: Buggy utilized to haul concrete debris from east ramp - north tunnel to truck or dumpster.					
52	03 31 13 00-0092		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY	\$144.22
				Quantity Unit Price Factor Total	
			Installation	8.00 x 15.00 x 1.2018 =	\$144.22
Contractors Note: Small concrete delivery upcharge for east ramp - north tunnel					
53	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel	\$75.17
				Quantity Unit Price Factor Total	
			Installation	45.00 x 1.39 x 1.2018 =	\$75.17
Contractors Note: Finish new concrete curb at east ramp - north tunnel					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description					Line Total
East Ramp - North Tunnel									
54	03 35 16 00-0005	0056	SF	For Quantities Up To 50 SF, Add					\$300.69
				Quantity	Unit Price	Factor	Total		
			Installation	45.00 x	5.56 x	1.2018 =	\$300.69		
Contractors Note:									
55	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area					\$2,944.71
				Quantity	Unit Price	Factor	Total		
			Installation	675.00 x	3.63 x	1.2018 =	\$2,944.71		
Contractors Note: Remove existing sand bedding to ensure ramps are level.									
56	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)					\$53.10
				Quantity	Unit Price	Factor	Total		
			Installation	2.00 x	22.09 x	1.2018 =	\$53.10		
Contractors Note: Furnish and install new stone as required for new concrete curb at the east ramp - north tunnel									
57	31 05 16 00-0003	0052	CY	For Quantities Up To 10 (Up To 8 M3), Add					\$14.64
				Quantity	Unit Price	Factor	Total		
			Installation	2.00 x	6.09 x	1.2018 =	\$14.64		
Contractors Note:									
58	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope					\$447.43
				Quantity	Unit Price	Factor	Total		
			Installation	6.00 x	62.05 x	1.2018 =	\$447.43		
Contractors Note: Excavate as required to install new curb at the east ramp - north tunnel.									
59	31 23 36 00-0057		LF	Fine Grading Of Curb And Gutter					\$57.87
				Quantity	Unit Price	Factor	Total		
			Installation	45.00 x	1.07 x	1.2018 =	\$57.87		
Contractors Note: Fine grading new curb at the east ramp - north tunnel									
60	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded					\$600.30
				Quantity	Unit Price	Factor	Total		
			Installation	675.00 x	0.74 x	1.2018 =	\$600.30		
Contractors Note: Furnish and install additional sand bedding as required.									
61	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat					\$6,493.21
				Quantity	Unit Price	Factor	Total		
			Installation	485.00 x	8.68 x	1.2018 =	\$5,059.34		
			Demolition	485.00 x	2.46 x	1.2018 =	\$1,433.87		
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material.									
62	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add					\$2,005.08
				Quantity	Unit Price	Factor	Total		
			Installation	485.00 x	3.44 x	1.2018 =	\$2,005.08		
Contractors Note:									
63	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add					\$542.07
				Quantity	Unit Price	Factor	Total		
			Installation	485.00 x	0.93 x	1.2018 =	\$542.07		
Contractors Note:									

Proposal Review Detail - Category Continued..

Date: November 12, 2019
 Work Order #: 068496.01
 Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
East Ramp - North Tunnel								
64	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge	\$3,441.11			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	12.26 x	1.2018 =	\$2,799.47	
			Demolition	190.00 x	2.81 x	1.2018 =	\$641.64	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material.								
65	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$1,358.63			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	5.95 x	1.2018 =	\$1,358.63	
Contractors Note:								
66	32 14 16 00-0003	0132	SF	For Quantities > 100 To 500, Add	\$269.44			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	1.18 x	1.2018 =	\$269.44	
Contractors Note:								
67	32 16 13 13-0001		LF	6" x 12" Concrete Gutter With 6" Curb And Face - Straight	\$1,069.72			
				Quantity	Unit Price	Factor	Total	
			Installation	45.00 x	19.78 x	1.2018 =	\$1,069.72	
Contractors Note: Furnish and install new concrete curb 6"x12" at east tunnel - north ramp. Line item excludes concrete pumping equipment.								
68	32 16 13 13-0001	0099	LF	For Quantities > 20 To 50, Add	\$409.93			
				Quantity	Unit Price	Factor	Total	
			Installation	45.00 x	7.58 x	1.2018 =	\$409.93	
Contractors Note:								
Subtotal for East Ramp - North Tunnel:					\$44,437.92			
East Ramp - South Tunnel								
69	01 22 23 00-0147		DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$2,956.43			
				Quantity	Unit Price	Factor	Total	
			Installation	3.00 x	820.00 x	1.2018 =	\$2,956.43	
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at the east ramp - south tunnel.								
70	01 22 23 00-0162		DAY	Backhoe Attachment For Skid-Steer Loaders	\$602.94			
				Quantity	Unit Price	Factor	Total	
			Installation	5.00 x	100.34 x	1.2018 =	\$602.94	
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at east ramp - south tunnel.								
71	01 22 23 00-0527		WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$9,211.63			
				Quantity	Unit Price	Factor	Total	
			Installation	2.00 x	3,832.43 x	1.2018 =	\$9,211.63	
Contractors Note: Equipment used to haul removed pavers to pallet and then used to bring pavers back to East Ramp - South Tunnel to be reinstalled.								

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
East Ramp - South Tunnel					
72	01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.		\$483.89
			Quantity	Unit Price	Factor
		Installation	2.00 x	201.32 x	1.2018 =
					Total \$483.89
Contractors Note: Mobilize / demobilize bobcat.					
73	01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.		\$1,935.52
			Quantity	Unit Price	Factor
		Installation	4.00 x	402.63 x	1.2018 =
					Total \$1,935.52
Contractors Note: Mobilize / demobilize equipment including but not limited to bobcat(s), concrete pump truck and loader for east ramp - south tunnel.					
74	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed		\$330.11
			Quantity	Unit Price	Factor
		Installation	14.00 x	19.62 x	1.2018 =
					Total \$330.11
Contractors Note: Load concrete debris from east ramp - south tunnel into dumpster.					
75	01 74 19 00-0013	EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		\$459.33
			Quantity	Unit Price	Factor
		Installation	1.00 x	382.20 x	1.2018 =
					Total \$459.33
Contractors Note: Dumpster for concrete and construction debris at the east ramp - south tunnel.					
76	02 41 19 13-0003	SF	Remove Brick Flooring And Salvage		\$1,646.77
			Quantity	Unit Price	Factor
		Installation	675.00 x	2.03 x	1.2018 =
					Total \$1,646.77
Contractors Note: Assist in removing / loading pavers onto pallet once they are removed.					
77	02 41 19 13-0089	EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.		\$612.03
			Quantity	Unit Price	Factor
		Installation	1.00 x	509.26 x	1.2018 =
					Total \$612.03
Contractors Note: Minimum sawcut charge at east ramp - south tunnel.					
78	02 41 19 13-0259	SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade		\$5,676.82
			Quantity	Unit Price	Factor
		Installation	140.00 x	33.74 x	1.2018 =
					Total \$5,676.82
Contractors Note: Remove and dispose of existing concrete curb. Curb to be cut into pieces and hauled by buggy to dumpster at the east ramp - south tunnel.					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
East Ramp - South Tunnel					
79	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$4,000.19
			Installation	Quantity 350.00 x Unit Price 9.51 x Factor 1.2018 = Total \$4,000.19	
Contractors Note: Formwork required for furnishing and install new concrete curb at the east ramp - south tunnel.					
80	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$757.13
			Installation	Quantity 350.00 x Unit Price 1.80 x Factor 1.2018 = Total \$757.13	
Contractors Note:					
81	03 21 13 00-0004		TON	Grade 50 Reinforcing Steel, Footings And Slabs, #3-#6	\$327.36
			Installation	Quantity 0.10 x Unit Price 2,723.94 x Factor 1.2018 = Total \$327.36	
Contractors Note: Furnish and install new #5 rebar at the east ramp - south tunnel.					
82	03 21 13 00-0004	0021	TON	For Epoxy Coated, Add	\$105.68
			Installation	Quantity 0.10 x Unit Price 879.36 x Factor 1.2018 = Total \$105.68	
Contractors Note:					
83	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy	\$301.65
			Installation	Quantity 10.00 x Unit Price 25.10 x Factor 1.2018 = Total \$301.65	
Contractors Note: Buggy utilized to haul concrete debris from east ramp - south tunnel to truck or dumpster.					
84	03 31 13 00-0092		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY	\$108.16
			Installation	Quantity 6.00 x Unit Price 15.00 x Factor 1.2018 = Total \$108.16	
Contractors Note: Small concrete delivery upcharge for east ramp - south tunnel.					
85	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel	\$233.87
			Installation	Quantity 140.00 x Unit Price 1.39 x Factor 1.2018 = Total \$233.87	
Contractors Note: Finish new concrete curb at east ramp - south tunnel.					
86	03 35 16 00-0005	0057	SF	For Quantities > 50 To 250 SF, Add	\$233.87
			Installation	Quantity 140.00 x Unit Price 1.39 x Factor 1.2018 = Total \$233.87	
Contractors Note:					
87	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area	\$2,944.71
			Installation	Quantity 675.00 x Unit Price 3.63 x Factor 1.2018 = Total \$2,944.71	
Contractors Note: Remove existing sand bedding to ensure ramps are level					
88	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)	\$106.19
			Installation	Quantity 4.00 x Unit Price 22.09 x Factor 1.2018 = Total \$106.19	
Contractors Note: Furnish and install new stone as required for new concrete curb at the east ramp - south tunnel.					

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
East Ramp - South Tunnel					
89	31 05 16 00-0003	0052	CY	For Quantities Up To 10 (Up To 8 M3), Add	\$29.28
			Installation	Quantity 4.00 x Unit Price 6.09 x Factor 1.2018 = Total \$29.28	
Contractors Note:					
90	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope	\$745.72
			Installation	Quantity 10.00 x Unit Price 62.05 x Factor 1.2018 = Total \$745.72	
Contractors Note: Excavate as required to install new curb at the east ramp - south tunnel.					
91	31 23 36 00-0057		LF	Fine Grading Of Curb And Gutter	\$180.03
			Installation	Quantity 140.00 x Unit Price 1.07 x Factor 1.2018 = Total \$180.03	
Contractors Note: Fine grading new curb at the east ramp - south tunnel.					
92	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded	\$600.30
			Installation	Quantity 675.00 x Unit Price 0.74 x Factor 1.2018 = Total \$600.30	
Contractors Note: Furnish and install additional sand bedding as required.					
93	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat	\$6,493.21
			Installation	Quantity 485.00 x Unit Price 8.68 x Factor 1.2018 = Total \$5,059.34	
			Demolition	485.00 x 2.46 x 1.2018 = \$1,433.87	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material.					
94	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$2,005.08
			Installation	Quantity 485.00 x Unit Price 3.44 x Factor 1.2018 = Total \$2,005.08	
Contractors Note:					
95	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add	\$542.07
			Installation	Quantity 485.00 x Unit Price 0.93 x Factor 1.2018 = Total \$542.07	
Contractors Note:					
96	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge	\$3,441.11
			Installation	Quantity 190.00 x Unit Price 12.26 x Factor 1.2018 = Total \$2,799.47	
			Demolition	190.00 x 2.81 x 1.2018 = \$641.64	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material.					
97	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$1,358.63
			Installation	Quantity 190.00 x Unit Price 5.95 x Factor 1.2018 = Total \$1,358.63	
Contractors Note:					
98	32 14 16 00-0003	0132	SF	For Quantities > 100 To 500, Add	\$269.44
			Installation	Quantity 190.00 x Unit Price 1.18 x Factor 1.2018 = Total \$269.44	
Contractors Note:					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
East Ramp - South Tunnel						
99	32 16 13 13-0001	LF		6" x 12" Concrete Gutter With 6" Curb And Face - Straight	\$3,328.02	
			Quantity	Unit Price	Factor	Total
		Installation	140.00	x 19.78	x 1.2018	= \$3,328.02
Contractors Note: Furnish and install new concrete curb 6"x12" at east tunnel - south tunnel. Line item excludes concrete pumping equipment.						
Subtotal for East Ramp - South Tunnel:					\$52,027.17	
Main Staircase						
100	01 22 23 00-0527	WK		5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$9,211.63	
			Quantity	Unit Price	Factor	Total
		Installation	2.00	x 3,832.43	x 1.2018	= \$9,211.63
Contractors Note: Equipment used to haul removed pavers on pallet and then used to bring pavers back to the main staircase entrance and adjacent small staircase entrance for reinstalled.						
101	01 71 13 00-0002	EA		Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$483.89	
			Quantity	Unit Price	Factor	Total
		Installation	2.00	x 201.32	x 1.2018	= \$483.89
Contractors Note: Mobilize and demobilize concrete equipment at the main staircase and adjacent small staircase entrance.						
102	01 74 13 00-0003	CY		Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed	\$1,178.97	
			Quantity	Unit Price	Factor	Total
		Installation	50.00	x 19.62	x 1.2018	= \$1,178.97
Contractors Note: Load spoils into truck or dumpster at the main entrance and adjacent small entrance staircase						
103	01 74 19 00-0013	EA		20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$459.33	
			Quantity	Unit Price	Factor	Total
		Installation	1.00	x 382.20	x 1.2018	= \$459.33
Contractors Note: Construction debris at the main entrance						
104	02 41 19 13-0003	SF		Remove Brick Flooring And Salvage	\$1,061.25	
			Quantity	Unit Price	Factor	Total
		Installation	435.00	x 2.03	x 1.2018	= \$1,061.25
Contractors Note: Assist in removing / loading pavers onto pallet once they are removed.						
105	02 41 19 13-0089	EA		Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$612.03	
			Quantity	Unit Price	Factor	Total
		Installation	1.00	x 509.26	x 1.2018	= \$612.03
Contractors Note: Minimum sawcut charge at main staircase and adjacent small entrance staircase						
106	02 41 19 13-0214	IN		3/4" Diameter Drilling In Concrete Per Inch Of Depth	\$670.60	
			Quantity	Unit Price	Factor	Total
		Installation	186.00	x 3.00	x 1.2018	= \$670.60
Contractors Note: Drill into existing concrete slab to install dowels at the main staircase and the adjacent small entrance staircase.						

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Main Staircase					
107	02 41 19 13-0261		SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Bar Reinforced, Slab On Grade	\$17,197.76
			Installation	Quantity 375.00 x Unit Price 38.16 x Factor 1.2018 =	Total \$17,197.76
Contractors Note: Sawcut existing concrete at main staircase into pieces small enough to haul by hand / concrete buggy to the dumpster.					
108	03 01 30 71-0016		LF	Epoxy Injection, Over 1/4" Wide	\$1,282.32
			Installation	Quantity 20.00 x Unit Price 53.35 x Factor 1.2018 =	Total \$1,282.32
Contractors Note: Epoxy injection for new dowels at the main entrance and the adjacent small entrance staircase.					
109	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$1,828.66
			Installation	Quantity 160.00 x Unit Price 9.51 x Factor 1.2018 =	Total \$1,828.66
Contractors Note: Formwork for new main staircase foundation footings, walls and frost walls.					
110	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$346.12
			Installation	Quantity 160.00 x Unit Price 1.80 x Factor 1.2018 =	Total \$346.12
Contractors Note:					
111	03 11 23 00-0002		SF	Cast On Grade Stairway Wood Formwork	\$3,937.10
			Installation	Quantity 240.00 x Unit Price 13.65 x Factor 1.2018 =	Total \$3,937.10
Contractors Note: Formwork required on both sides of new main staircase and at each rise/run. Including small staircase entrance.					
112	03 11 23 00-0002	0008	SF	For Quantities < 1000, Add	\$767.23
			Installation	Quantity 240.00 x Unit Price 2.66 x Factor 1.2018 =	Total \$767.23
Contractors Note:					
113	03 21 13 00-0006		TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6	\$2,660.95
			Installation	Quantity 0.80 x Unit Price 2,767.67 x Factor 1.2018 =	Total \$2,660.95
Contractors Note: Furnish and install required rebar for the main staircase including small staircase entrance.					
114	03 21 13 00-0006	0021	TON	For Epoxy Coated, Add	\$877.15
			Installation	Quantity 0.80 x Unit Price 912.33 x Factor 1.2018 =	Total \$877.15
Contractors Note:					
115	03 21 13 00-0026		EA	Straight Dowels, 5/8" Diameter x 24" Long (16 mm Diameter x 61 cm Long), Deformed	\$85.93
			Installation	Quantity 25.00 x Unit Price 2.86 x Factor 1.2018 =	Total \$85.93
Contractors Note: Furnish and install new dowels to tie new staircase landing into existing concrete					
116	03 31 13 00-0034		CY	Direct Chute, Place 3000 PSI On Grade Concrete Stairs	\$7,953.48
			Installation	Quantity 27.00 x Unit Price 245.11 x Factor 1.2018 =	Total \$7,953.48
Contractors Note: Furnish and install new concrete for the main staircase and adjacent small entrance staircase					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description					Line Total
Main Staircase									
117	03 31 13 00-0034	0037	CY	For 4000 PSI (280 Kg/Cm2) Concrete, Add					\$288.79
				Quantity	Unit Price	Factor	Total		
			Installation	27.00 x	8.90 x	1.2018 =	\$288.79		
Contractors Note:									
118	03 31 13 00-0034	0047	CY	For Quantities > 20 To 50, Add					\$689.21
				Quantity	Unit Price	Factor	Total		
			Installation	27.00 x	21.24 x	1.2018 =	\$689.21		
Contractors Note:									
119	03 31 13 00-0062		CY	12" Thick, By Direct Chute, Place 3000 PSI Concrete Walls					\$3,984.21
				Quantity	Unit Price	Factor	Total		
			Installation	20.00 x	165.76 x	1.2018 =	\$3,984.21		
Contractors Note: Furnish and install new concrete at foundation footings, foundation walls and frost walls at the main staircase and the adjacent small entrance staircase.									
120	03 31 13 00-0062	0037	CY	For 4000 PSI (280 Kg/Cm2) Concrete, Add					\$213.92
				Quantity	Unit Price	Factor	Total		
			Installation	20.00 x	8.90 x	1.2018 =	\$213.92		
Contractors Note:									
121	03 31 13 00-0062	0051	CY	For Quantities Up To 20, Add					\$598.50
				Quantity	Unit Price	Factor	Total		
			Installation	20.00 x	24.90 x	1.2018 =	\$598.50		
Contractors Note:									
122	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy					\$1,508.26
				Quantity	Unit Price	Factor	Total		
			Installation	50.00 x	25.10 x	1.2018 =	\$1,508.26		
Contractors Note: Buggy utilized to haul new and demolished concrete at the main staircase and adjacent small entrance staircase.									
123	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel					\$626.44
				Quantity	Unit Price	Factor	Total		
			Installation	375.00 x	1.39 x	1.2018 =	\$626.44		
Contractors Note: Finish new concrete stairs.									
124	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area					\$1,897.70
				Quantity	Unit Price	Factor	Total		
			Installation	435.00 x	3.63 x	1.2018 =	\$1,897.70		
Contractors Note: Remove existing sand bedding.									
125	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)					\$663.69
				Quantity	Unit Price	Factor	Total		
			Installation	25.00 x	22.09 x	1.2018 =	\$663.69		
Contractors Note: Furnish and install new aggregate for concrete stairs.									
126	31 05 16 00-0003	0053	CY	For Quantities > 10 To 25 (> 8 To 19 M3), Add					\$66.40
				Quantity	Unit Price	Factor	Total		
			Installation	25.00 x	2.21 x	1.2018 =	\$66.40		
Contractors Note:									

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Main Staircase					
127	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope	\$2,610.01
				Quantity Unit Price Factor Total	
			Installation	35.00 x 62.05 x 1.2018 =	\$2,610.01
Contractors Note: Excavate existing spoils in order to install new staircase foundation footings, walls and frost walls and the main staircase and the adjacent small entrance staircase.					
128	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded	\$386.86
				Quantity Unit Price Factor Total	
			Installation	435.00 x 0.74 x 1.2018 =	\$386.86
Contractors Note: Furnish and install additional sand bedding as required.					
129	32 14 11 00-0002	0132	SF	For Quantities > 100 To 500, Add	\$52.28
				Quantity Unit Price Factor Total	
			Installation	435.00 x 0.10 x 1.2018 =	\$52.28
Contractors Note:					
130	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat	\$2,756.93
				Quantity Unit Price Factor Total	
			Installation	310.00 x 4.94 x 1.2018 =	\$1,840.44
			Demolition	310.00 x 2.46 x 1.2018 =	\$916.49
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material.					
131	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$1,281.60
				Quantity Unit Price Factor Total	
			Installation	310.00 x 3.44 x 1.2018 =	\$1,281.60
Contractors Note:					
132	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add	\$346.48
				Quantity Unit Price Factor Total	
			Installation	310.00 x 0.93 x 1.2018 =	\$346.48
Contractors Note:					
133	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge	\$1,266.40
				Quantity Unit Price Factor Total	
			Installation	125.00 x 5.62 x 1.2018 =	\$844.26
			Demolition	125.00 x 2.81 x 1.2018 =	\$422.13
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material.					
134	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$893.84
				Quantity Unit Price Factor Total	
			Installation	125.00 x 5.95 x 1.2018 =	\$893.84
Contractors Note:					
135	32 14 16 00-0003	0132	SF	For Quantities > 100 To 500, Add	\$177.27
				Quantity Unit Price Factor Total	
			Installation	125.00 x 1.18 x 1.2018 =	\$177.27
Contractors Note:					
Subtotal for Main Staircase:					\$70,923.19
No Category Input					

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
No Category Input					
136	01 22 16 00-0002		EA	Reimbursable Fees Note: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$-13,821.00
			Installation	Quantity -13,821.00 x Unit Price 1.00 x Factor 1.0000 =	Total \$-13,821.00
Subtotal for No Category Input:					\$-13,821.00
Railings					
137	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$1,935.52
			Installation	Quantity 4.00 x Unit Price 402.63 x Factor 1.2018 =	Total \$1,935.52
Contractors Note: Due to site logistics, line item is to mobilize and demobilize materials, equipment, tools, etc. for four (4) phases.					
138	02 41 19 13-0094		EA	Drill 3" (76 mm) Diameter Core In 4" (10 cm) Concrete	\$39,871.97
	Excludes Material		Installation	Quantity 639.00 x Unit Price 51.92 x Factor 1.2018 =	Total \$39,871.97
Contractors Note: 2 1/2" diameter core in new concrete slab / curb to install refurbished slotted railing posts. Spacing figured 3' O.C. Some locations are 1' O.C and other locations are 3'11" O.C. Excludes material.					
139	03 01 30 71-0015		LF	Epoxy Injection, Up To 1/4" Wide	\$30,426.19
	Excludes Material		Installation	Quantity 639.00 x Unit Price 39.62 x Factor 1.2018 =	Total \$30,426.19
Contractors Note: Furnish and install epoxy base once railing posts are installed. Minimum of 6" embedment. Excludes material					
140	05 12 23 00-0122		EA	> 15 Spot Weldings, Welds Up To 1" Length Each	\$1,653.08
	Excludes Material		Installation	Quantity 175.00 x Unit Price 7.86 x Factor 1.2018 =	Total \$1,653.08
Contractors Note: 175 field weld figured once railings are installed. Each weld will be touched up with appropriate paint to match the existing. Excludes material.					
141	05 12 23 00-0122	0007	EA	For Aluminum Welding, Add	\$292.34
			Installation	Quantity 175.00 x Unit Price 1.39 x Factor 1.2018 =	Total \$292.34
Contractors Note:					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
Railings								
142	05 12 23 00-0170		SI	Metal Grinding Up To 1/32" Thickness To Be Removed Note: Includes rust or scale removal on metal and smoothing surface after torch cutting.	\$5,278.02			
	Excludes Material							
			Installation	Quantity Unit Price Factor = Total				
				7,199.61 x 0.61 x 1.2018 = \$5,278.02				
Contractors Note: grind railings to remove posts and railings throughout. Excludes material.								
143	05 52 00 00-0002		LS	Powdercoated Silver Steel Railings	\$248,102.25			
	NPP Task							
			Installation	Quantity Unit Price Factor = Total				
				1.00 x 236,287.86 x 1.0500 = \$248,102.25				
Contractors Note: Furnish and deliver new steel powdercoated silver railings to match existing as close as possible. NPP line item includes all necessary railing materials including but not limited to railings, handrail, escutcheon plates, bolts, etc.								
144	05 52 13 00-0005		LF	2" Diameter (51 mm) Welded Pipe Handrail, 2 Rail, Up To 42" High (1.07 m) With Shop Paint	\$10,202.80			
	Excludes Material							
			Installation	Quantity Unit Price Factor = Total				
				320.00 x 17.69 x 1.2018 = \$6,803.15				
			Demolition	Quantity Unit Price Factor = Total				
				320.00 x 8.84 x 1.2018 = \$3,399.65				
Contractors Note: New railing extensions required to ensure proper installation into existing concrete slab (below pavers). 6" extensions figured on 639 posts. Excludes material.								
145	05 52 13 00-0005		LF	2" Diameter (51 mm) Welded Pipe Handrail, 2 Rail, Up To 42" High (1.07 m) With Shop Paint	\$54,011.08			
	Excludes Material							
			Installation	Quantity Unit Price Factor = Total				
				1,694.00 x 17.69 x 1.2018 = \$36,014.17				
			Demolition	Quantity Unit Price Factor = Total				
				1,694.00 x 8.84 x 1.2018 = \$17,996.91				
Contractors Note: Replace railings throughout. Excludes material.								
146	05 52 13 00-0005	0100	LF	For Mounting On Stairs, Add	\$879.72			
			Installation	Quantity Unit Price Factor = Total				
				150.00 x 4.88 x 1.2018 = \$879.72				
Contractors Note:								
147	05 52 13 00-0005	0101	LF	For Mounting On Slopes, Add	\$3,284.38			
			Installation	Quantity Unit Price Factor = Total				
				1,544.00 x 1.77 x 1.2018 = \$3,284.38				
Contractors Note:								
148	05 73 00 00-0016		LF	Refinish Metal Handrail	\$21,866.33			
	Excludes Material							
			Installation	Quantity Unit Price Factor = Total				
				2,179.00 x 8.35 x 1.2018 = \$21,866.33				
Contractors Note: Line item used for powder coating new railings. Excludes material.								
149	07 92 00 00-0023		CLF	3/8" x 3/4" Joint, Acrylic/Latex Sealant And Caulking	\$6,038.28			
	Excludes Material							
			Installation	Quantity Unit Price Factor = Total				
				11.00 x 304.49 x 1.2018 = \$4,025.30				
			Demolition	Quantity Unit Price Factor = Total				
				11.00 x 152.27 x 1.2018 = \$2,012.98				
Contractors Note: Continuous sealant around slotted railing posts once epoxy base is installed. Excludes material.								
Subtotal for Railings:					\$423,841.96			
Stair Repairs								

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Stair Repairs					
150	02 41 13 13-0040		EA	Grind Existing Sidewalks Up To 1/2" Depth To Remove Ridges (Tripping Hazard) Note: For each location up to 5' wide, feather up to 12" each direction	\$2,558.61
				Quantity Unit Price Factor Total	
			Installation	14.00 x 152.07 x 1.2018 =	\$2,558.61
Contractors Note: Grind existing staircases prior to patching at 27 separate locations. Line item figures half of the stair quantity.					
151	02 41 13 13-0040	0058	EA	For > 1" To 1-1/2" Depth Of Grinding, Add	\$616.85
				Quantity Unit Price Factor Total	
			Installation	13.50 x 38.02 x 1.2018 =	\$616.85
Contractors Note:					
152	03 01 30 71-0028		EA	Patch Up To 16 SF Of Decks Or Floors, Portland Cement Based Repair Material	\$26,965.08
				Quantity Unit Price Factor Total	
			Installation	14.00 x 1,602.66 x 1.2018 =	\$26,965.08
Contractors Note: Patch existing staircase at 27 separate locations. Line item figures half of the stair quantity.					
Subtotal for Stair Repairs:					\$30,140.54
West Ramp - North Tunnel					
153	01 22 23 00-0147		DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$4,927.38
				Quantity Unit Price Factor Total	
			Installation	5.00 x 820.00 x 1.2018 =	\$4,927.38
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at the west ramp - north tunnel					
154	01 22 23 00-0162		DAY	Backhoe Attachment For Skid-Steer Loaders	\$602.94
				Quantity Unit Price Factor Total	
			Installation	5.00 x 100.34 x 1.2018 =	\$602.94
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at west ramp - north tunnel.					
155	01 22 23 00-0527		WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	\$9,211.63
				Quantity Unit Price Factor Total	
			Installation	2.00 x 3,832.43 x 1.2018 =	\$9,211.63
Contractors Note: Equipment used to haul removed pavers on pallet and then used to bring pavers back to west ramp @ north tunnel for reinstalled.					
156	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$483.89
				Quantity Unit Price Factor Total	
			Installation	2.00 x 201.32 x 1.2018 =	\$483.89
Contractors Note: Mobilize / demobilize bobcat.					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
 Work Order #: 068496.01
 Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
West Ramp - North Tunnel					
157	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$1,935.52
			Installation	Quantity 4.00 x Unit Price 402.63 x Factor 1.2018 =	Total \$1,935.52
Contractors Note: Mobilize / demobilize equipment including but not limited to bobcat(s), concrete pump truck and loader for west ramp - north tunnel.					
158	01 74 13 00-0003		CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed	\$117.90
			Installation	Quantity 5.00 x Unit Price 19.62 x Factor 1.2018 =	Total \$117.90
Contractors Note: Load concrete debris from west ramp - north tunnel into dumpster.					
159	01 74 19 00-0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$459.33
			Installation	Quantity 1.00 x Unit Price 382.20 x Factor 1.2018 =	Total \$459.33
Contractors Note: Dumpster for concrete and construction debris at the west ramp - north tunnel					
160	02 41 19 13-0003		SF	Remove Brick Flooring And Salvage	\$1,646.77
			Installation	Quantity 675.00 x Unit Price 2.03 x Factor 1.2018 =	Total \$1,646.77
Contractors Note: Assist in removing / loading pavers onto pallet once they are removed.					
161	02 41 19 13-0089		EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$612.03
			Installation	Quantity 1.00 x Unit Price 509.26 x Factor 1.2018 =	Total \$612.03
Contractors Note: Minimum sawcut charge at west ramp - north tunnel.					
162	02 41 19 13-0259		SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade	\$6,893.28
			Installation	Quantity 170.00 x Unit Price 33.74 x Factor 1.2018 =	Total \$6,893.28
Contractors Note: Remove and dispose of existing concrete curb. Curb to be cut into pieces and hauled by buggy to dumpster at the west ramp - north tunnel					
163	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$4,857.38
			Installation	Quantity 425.00 x Unit Price 9.51 x Factor 1.2018 =	Total \$4,857.38
Contractors Note: Formwork required for furnishing and install new concrete curb at the west ramp - north tunnel. 170' long ramp, formwork both sides					
164	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$919.38
			Installation	Quantity 425.00 x Unit Price 1.80 x Factor 1.2018 =	Total \$919.38
Contractors Note:					

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
West Ramp - North Tunnel					
165	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy	\$452.48
				Quantity Unit Price Factor Total	
			Installation	15.00 x 25.10 x 1.2018 =	\$452.48
Contractors Note: Buggy utilized to haul concrete debris from west ramp - north tunnel to truck or dumpster					
166	03 31 13 00-0092		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY	\$108.16
				Quantity Unit Price Factor Total	
			Installation	6.00 x 15.00 x 1.2018 =	\$108.16
Contractors Note: Small concrete delivery upcharge for west ramp - north tunnel					
167	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel	\$283.99
				Quantity Unit Price Factor Total	
			Installation	170.00 x 1.39 x 1.2018 =	\$283.99
Contractors Note: Finish new concrete curb at west ramp - north tunnel					
168	03 35 16 00-0005	0057	SF	For Quantities > 50 To 250 SF, Add	\$283.99
				Quantity Unit Price Factor Total	
			Installation	170.00 x 1.39 x 1.2018 =	\$283.99
Contractors Note:					
169	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area	\$2,944.71
				Quantity Unit Price Factor Total	
			Installation	675.00 x 3.63 x 1.2018 =	\$2,944.71
Contractors Note: Remove existing sand bedding to ensure ramps are level.					
170	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)	\$106.19
				Quantity Unit Price Factor Total	
			Installation	4.00 x 22.09 x 1.2018 =	\$106.19
Contractors Note: Furnish and install new stone as required for new concrete curb at the west ramp - north tunnel					
171	31 05 16 00-0003	0052	CY	For Quantities Up To 10 (Up To 8 M3), Add	\$29.28
				Quantity Unit Price Factor Total	
			Installation	4.00 x 6.09 x 1.2018 =	\$29.28
Contractors Note:					
172	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope	\$745.72
				Quantity Unit Price Factor Total	
			Installation	10.00 x 62.05 x 1.2018 =	\$745.72
Contractors Note: Excavate as required to install new curb at the west ramp - north tunnel.					
173	31 23 36 00-0057		LF	Fine Grading Of Curb And Gutter	\$218.61
				Quantity Unit Price Factor Total	
			Installation	170.00 x 1.07 x 1.2018 =	\$218.61
Contractors Note: Fine grading new curb at the west ramp - north tunnel					
174	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded	\$600.30
				Quantity Unit Price Factor Total	
			Installation	675.00 x 0.74 x 1.2018 =	\$600.30
Contractors Note: Furnish and install additional sand bedding as required.					

Proposal Review Detail - Category Continued..

Date: November 12, 2019
Work Order #: 068496.01
Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
West Ramp - North Tunnel								
175	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat	\$6,493.21			
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	8.68 x	1.2018 =	\$5,059.34	
			Demolition	485.00 x	2.46 x	1.2018 =	\$1,433.87	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material.								
176	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$2,005.08			
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	3.44 x	1.2018 =	\$2,005.08	
Contractors Note:								
177	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add	\$542.07			
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	0.93 x	1.2018 =	\$542.07	
Contractors Note:								
178	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge	\$3,441.11			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	12.26 x	1.2018 =	\$2,799.47	
			Demolition	190.00 x	2.81 x	1.2018 =	\$641.64	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material.								
179	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add	\$1,358.63			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	5.95 x	1.2018 =	\$1,358.63	
Contractors Note:								
180	32 14 16 00-0003	0132	SF	For Quantities > 100 To 500, Add	\$269.44			
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	1.18 x	1.2018 =	\$269.44	
Contractors Note:								
181	32 16 13 13-0001		LF	6" x 12" Concrete Gutter With 6" Curb And Face - Straight	\$4,041.17			
				Quantity	Unit Price	Factor	Total	
			Installation	170.00 x	19.78 x	1.2018 =	\$4,041.17	
Contractors Note: Furnish and install new concrete curb 6"x12" at west tunnel - north ramp. Line item excludes concrete pumping equipment.								
Subtotal for West Ramp - North Tunnel:								\$56,591.57
West Ramp - South Tunnel								
182	01 22 23 00-0148		WK	700 LB Capacity, 36" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator	\$8,750.43			
				Quantity	Unit Price	Factor	Total	
			Installation	2.00 x	3,640.55 x	1.2018 =	\$8,750.43	
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking lot, backfilling and hauling stone from parking lot to parking area at west ramp - south tunnel.								

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
West Ramp - South Tunnel						
183	01 22 23 00-0163	WK	Backhoe Attachment For Skid-Steer Loaders			\$578.81
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	240.81 x	1.2018 =	\$578.81
Contractors Note: Backhoe / bobcat used to assist in excavation, hauling spoils from work area to parking log, backfilling and hauling stone from parking lot to parking area at west ramp - south tunnel.						
184	01 22 23 00-0527	WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator			\$9,211.63
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	3,832.43 x	1.2018 =	\$9,211.63
Contractors Note: Equipment used to haul removed pavers to pallet and then used to bring pavers back to West Ramp - South Tunnel to be reinstalled.						
185	01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.			\$483.89
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	201.32 x	1.2018 =	\$483.89
Contractors Note: Mobilize / demobilize bobcat.						
186	01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.			\$1,935.52
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	402.63 x	1.2018 =	\$1,935.52
Contractors Note: Mobilize / demobilize equipment including but not limited to bobcat(s), concrete pump truck and loader for west ramp - south tunnel.						
187	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Note: Per CY of debris removed			\$353.69
			Quantity	Unit Price	Factor	Total
		Installation	15.00 x	19.62 x	1.2018 =	\$353.69
Contractors Note: Load concrete debris from west ramp - south tunnel into dumpster.						
188	01 74 19 00-0013	EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$459.33
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	382.20 x	1.2018 =	\$459.33
Contractors Note: Dumpster for concrete and construction debris at the west ramp - south tunnel.						
189	02 41 19 13-0003	SF	Remove Brick Flooring And Salvage			\$1,646.77
			Quantity	Unit Price	Factor	Total
		Installation	675.00 x	2.03 x	1.2018 =	\$1,646.77
Contractors Note: Assist in removing / loading pavers onto pallet once they are removed.						

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
West Ramp - South Tunnel					
190	02 41 19 13-0089		EA	Saw Cut Minimum Charge Note: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$612.03
			Installation	Quantity 1.00 x Unit Price 509.26 x Factor 1.2018 = Total \$612.03	
			Contractors Note: Minimum sawcut charge at west ramp - south tunnel.		
191	02 41 19 13-0259		SF	Up To 6" Thick Concrete Cutouts, Up To 8 SF With Light Reinforced, Slab On Grade	\$12,570.11
			Installation	Quantity 310.00 x Unit Price 33.74 x Factor 1.2018 = Total \$12,570.11	
			Contractors Note: Remove and dispose of existing concrete curb. Curb to be cut into pieces and hauled by buggy to dumpster at the west ramp - south tunnel.		
192	03 11 13 00-0007		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$8,857.57
			Installation	Quantity 775.00 x Unit Price 9.51 x Factor 1.2018 = Total \$8,857.57	
			Contractors Note: Formwork required for furnishing and install new concrete curb at the west ramp - south tunnel.		
193	03 11 13 00-0007	0001	SF	For Quantities < 1000, Add	\$1,676.51
			Installation	Quantity 775.00 x Unit Price 1.80 x Factor 1.2018 = Total \$1,676.51	
			Contractors Note:		
194	03 21 13 00-0004		TON	Grade 50 Reinforcing Steel, Footings And Slabs, #3-#6	\$654.73
			Installation	Quantity 0.20 x Unit Price 2,723.94 x Factor 1.2018 = Total \$654.73	
			Contractors Note: Furnish and install new #5 rebar at the west ramp - south tunnel.		
195	03 21 13 00-0004	0021	TON	For Epoxy Coated, Add	\$211.36
			Installation	Quantity 0.20 x Unit Price 879.36 x Factor 1.2018 = Total \$211.36	
			Contractors Note:		
196	03 31 13 00-0086		CY	150' (46 m) Haul, Non-Motorized, Concrete Buggy	\$603.30
			Installation	Quantity 20.00 x Unit Price 25.10 x Factor 1.2018 = Total \$603.30	
			Contractors Note: Buggy utilized to haul concrete debris from west ramp - south tunnel to truck or dumpster.		
197	03 31 13 00-0092		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY	\$54.08
			Installation	Quantity 3.00 x Unit Price 15.00 x Factor 1.2018 = Total \$54.08	
			Contractors Note: Small concrete delivery upcharge for west ramp - south tunnel.		
198	03 35 16 00-0005		SF	Concrete Floor Finishes, Steel Trowel	\$517.86
			Installation	Quantity 310.00 x Unit Price 1.39 x Factor 1.2018 = Total \$517.86	
			Contractors Note: Finish new concrete curb at west ramp - south tunnel.		
199	09 01 60 00-0003		SF	Remove Setting Bed And Clean Area	\$2,944.71
			Installation	Quantity 675.00 x Unit Price 3.63 x Factor 1.2018 = Total \$2,944.71	
			Contractors Note: Remove existing sand bedding to ensure ramps are level.		

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
West Ramp - South Tunnel								
200	31 05 16 00-0003		CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)				\$185.83
				Quantity	Unit Price	Factor	Total	
			Installation	7.00 x	22.09 x	1.2018 =	\$185.83	
Contractors Note: Furnish and install new stone as required for new concrete curb at the west ramp - south tunnel.								
201	31 05 16 00-0003	0052	CY	For Quantities Up To 10 (Up To 8 M3), Add				\$51.23
				Quantity	Unit Price	Factor	Total	
			Installation	7.00 x	6.09 x	1.2018 =	\$51.23	
Contractors Note:								
202	31 23 36 00-0007		CY	Excavation By Hand Up To 1 On 4 Slope				\$1,491.43
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	62.05 x	1.2018 =	\$1,491.43	
Contractors Note: Excavate as required to install new curb at the west ramp - south tunnel.								
203	31 23 36 00-0057		LF	Fine Grading Of Curb And Gutter				\$398.64
				Quantity	Unit Price	Factor	Total	
			Installation	310.00 x	1.07 x	1.2018 =	\$398.64	
Contractors Note: Fine grading new curb at the west ramp - south tunnel.								
204	32 14 11 00-0002		SF	1" To 2" Sand Bedding, Screeded				\$600.30
				Quantity	Unit Price	Factor	Total	
			Installation	675.00 x	0.74 x	1.2018 =	\$600.30	
Contractors Note: Furnish and install additional sand bedding as required.								
205	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat				\$6,493.21
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	8.68 x	1.2018 =	\$5,059.34	
			Demolition	485.00 x	2.46 x	1.2018 =	\$1,433.87	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Excludes new material.								
206	32 14 16 00-0002	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add				\$2,005.08
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	3.44 x	1.2018 =	\$2,005.08	
Contractors Note:								
207	32 14 16 00-0002	0132	SF	For Quantities > 100 To 500, Add				\$542.07
				Quantity	Unit Price	Factor	Total	
			Installation	485.00 x	0.93 x	1.2018 =	\$542.07	
Contractors Note:								
208	32 14 16 00-0003		SF	4" x 8" x 2-1/4" Brick, Laid On Edge				\$3,441.11
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	12.26 x	1.2018 =	\$2,799.47	
			Demolition	190.00 x	2.81 x	1.2018 =	\$641.64	
Contractors Note: Remove existing clay pavers and reinstall once concrete repairs are complete. Pavers on the perimeter or each ramp are laid on edge. Excludes new material.								
209	32 14 16 00-0003	0122	SF	For 2-3/4" Thick Paver (Vehicular), Add				\$1,358.63
				Quantity	Unit Price	Factor	Total	
			Installation	190.00 x	5.95 x	1.2018 =	\$1,358.63	
Contractors Note:								

Proposal Review Detail - Category Continued..

Date: November 12, 2019

Work Order #: 068496.01

Title: Village of Tinley Park - Train Station 3rd and 4th phase railings Supplemental

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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West Ramp - South Tunnel

210	32 14 16 00-0003	0132	SF	For Quantities > 100 To 500, Add	\$269.44
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	Installation	Quantity	190.00	x	Unit Price	1.18	x	Factor	1.2018	=	Total	\$269.44
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Contractors Note:

211	32 16 13 13-0001		LF	6" x 12" Concrete Gutter With 6" Curb And Face - Straight	\$7,369.20
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	Installation	Quantity	310.00	x	Unit Price	19.78	x	Factor	1.2018	=	Total	\$7,369.20
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Contractors Note: Furnish and install new concrete curb 6"x12" at west ramp - south tunnel. Line item excludes concrete pumping equipment.

Subtotal for West Ramp - South Tunnel:					\$76,328.50
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Proposal Total	\$803,398.47
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This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 30.88%

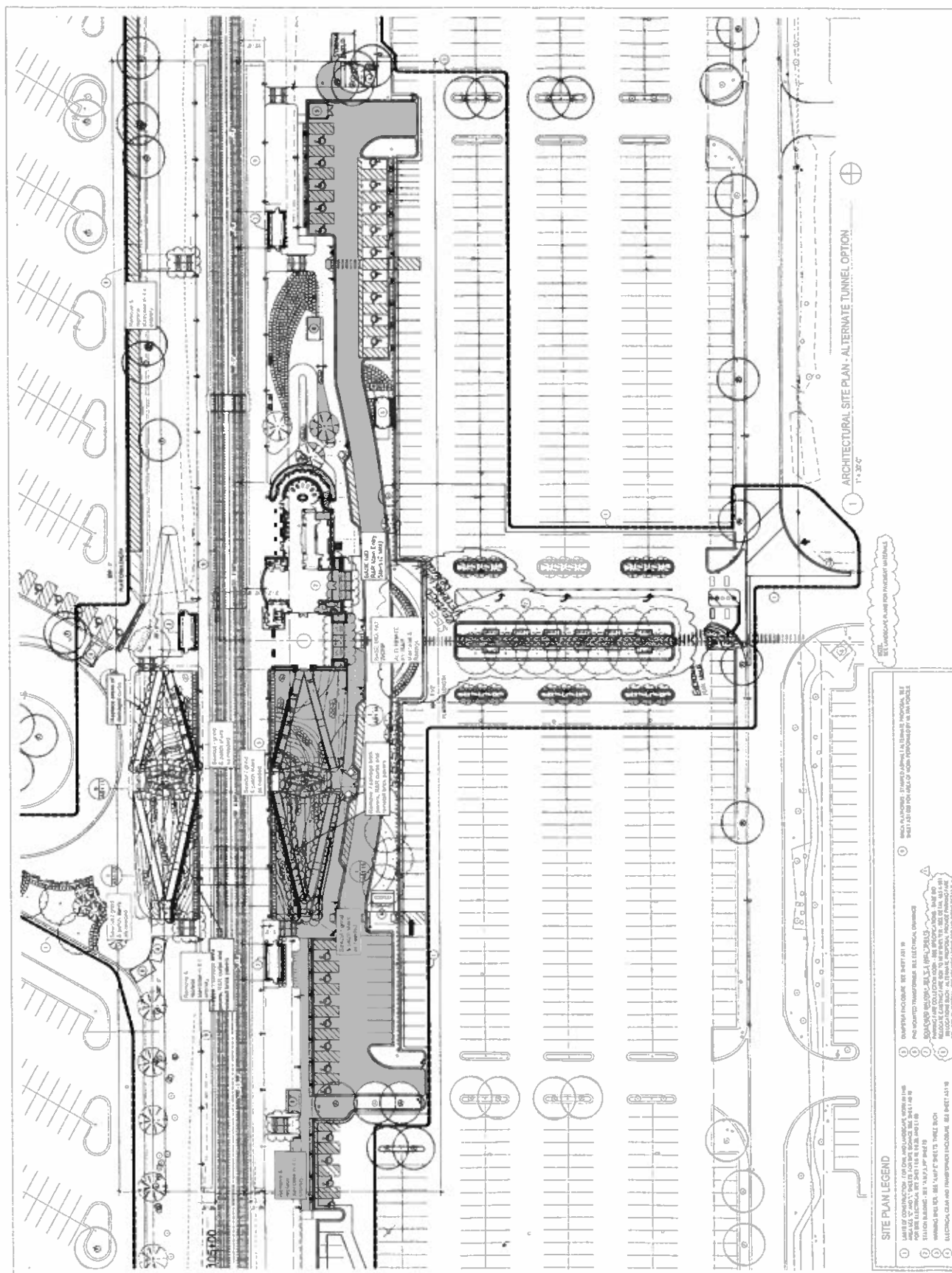


Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/21/2018

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : American Guarantee and Liability Insurance Company	26247	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :	
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INSURED F.H. Paschen, S.N. Nielsen & Associates LLC 5515 N. East River Road Chicago, IL 60656															

COVERAGES **CERTIFICATE NUMBER:** CHI-008665552-06 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO 5833476-06	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5833474-06	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0222911-02	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5833475-06 (AOS) WC 5833477-06 (WI)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional / Pollution Liability			CEO7420104-05 'SIR: \$250,000'	10/01/2018	10/01/2019	Each Act 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Tinley Park is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. The Umbrella policy is follow form subject to policy terms, conditions, and exclusions. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

CERTIFICATE HOLDER

Village of Tinley Park 16250 S. Oak Park Ave. Tinley Park, IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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AGENCY CUSTOMER ID: CN103180262

LOC #: Chicago

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen, S.N. Nielsen & Associates LLC 5515 N. East River Road Chicago, IL 60656
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Umbrella Liability
Insurer: XL Specialty Insurance Company
Policy Number: US00076565LI18A
Policy Period: 10/01/2018 - 10/01/2019
Each Occurrence: \$25,000,000
Aggregate: \$25,000,000
SIR: \$10,000

First Layer Excess Liability
Insurer: Endurance American Insurance Company
Policy Number: EXC10004227005
Policy Period: 10/01/2018 - 10/01/2019
Each Occurrence: \$25,000,000
Aggregate: \$25,000,000

Form A

Subcontractors who will Perform Work on the Project

[illegible]

[illegible]

[illegible]

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

Date	Law	Determination	Penalty

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-045, **“A RESOLUTION APPROVING A JOC CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND GORDIAN/F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES FOR THE 80TH AVE. TRAIN STATION STAIRCASES, RAILINGS, CONCRETE, LANDSCAPING AND PAVER REPLACEMENT/REPAIRS,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: March 5, 2020

To: John Urbanski, Interim Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Award-Renewal Landscape Bed Maintenance 2020 (Year 2 of 3)

Presented for May 19, 2020 COW and Village Board Meeting for consideration and possible action:

Scope of Work: This service contract is a renewal for a qualified contractor to provide maintenance to the Villages 5.6 acres of landscape beds throughout Tinley Park.

Description: Public Works is recommending that we extend our current contract for an additional year for landscape bed maintenance at various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension.

Background: Last years service contract was advertised and bid in accordance with state bidding laws and provided the Village the potential of extending the contract for two (2) additional years. The past year Christy Webber Landscape has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding in the amount of \$160,000.00 will be available in the FY21 Budget; Road and Bridge.

Budget Available	\$160,000.00
Costs Landscaped Bed Maintenance	<u>(\$157,360.25)</u>
Difference (Under Budget)	\$2,639.75

Staff Direction Request:

1. Approve the service contract for FY21 mowing contract for Christy Webber Landscapes in the amount of \$157,360.25.
2. Direct Staff as necessary.

Attachments

1. Recommendation letter from Site Design Group



February 26, 2020

Ms. Kelly Mulqueeny

Street Superintendent

Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477

re: Village of Tinley Park Landscape Bed Maintenance – Contract Renewal Recommendation

Dear Kelly:

At this time, we would like to recommend renewal of the Landscape Bed Maintenance contract with the current contractor, Christy Webber Landscapes.

During our routine landscape maintenance inspections which took place throughout the growing season last year, landscape bed maintenance issues did occur, but Christy Webber Landscapes was always very responsive and addressed outstanding issues as directed by the Village in a timely manner.

Christy Webber Landscapes is interested in continuing their work with the Village, as referenced in their letter from September 18, 2019. This renewal would be the first of two possible renewal options for the Landscape Bed Maintenance contract. The contract bid amount for this renewal option is \$157,360.25, as Christy Webber Landscapes did not escalate their bid costs above the initial year.

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

Sincerely,

Mitch Murdock

Project Manager – site design group, ltd.

CC: RKS / BM/ KM

site design group, ltd.
888 south michigan avenue #1000
chicago, illinois 60605
tel 312.427.7240 fax 312.427.7241
www.site-design.com

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

RESOLUTION
NO. 2020-R-054

**A RESOLUTION APPROVING THE FIRST EXTENSION OF THE AWARDED CONTRACT
BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR
LANDSCAPE BED MAINTENANCE**

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

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

**A RESOLUTION APPROVING THE FIRST EXTENSION OF THE AWARDED CONTRACT
BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR
LANDSCAPE BED MAINTENANCE**

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 a Contract with Christy Webber Landscapes, a true and correct copy of such First Extension Contract 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 Contract 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 "contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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

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

ADOPTED this 19th day of May, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of May, 2020, by the President of the Village of Tinley Park.

Village President Pro-Tem

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-018, **“A RESOLUTION APPROVING THE FIRST EXTENSION OF THE AWARDED CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPES FOR LANDSCAPE BED MAINTENANCE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred sixty thousand dollars and 00/100 Dollars (160,000.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

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

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

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

The undersigned Christy Webber, as President and on behalf
(Name) (Title)
of Christy Webber & Company having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

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

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

Illinois 1994

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: Certificate of Good Standing

Federal Employer I.D. #: 36-4004972

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

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): IL Tax License

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

Describe supporting documentation attached (if "No," explain): IDES 2020 Rate

Tax liens or tax delinquencies

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

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

N/A

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

X Form C Additional Information (if required)

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

X Illinois Department of Revenue registration

X Illinois Department of Employment Security registration

N/A Standards of Apprenticeship/Apprentice Agreements

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

X Written Safety Policy Statement signed by company representative

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

X Workers' Compensation Coverage

N/A Professional or Trade Licenses

Certificate Regarding Sexual Harassment Policy

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

Christy Webber & Company

Name of Contractor (please print)


Submitted by (signature)Christy Webber, President

Title

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

The undersigned hereby certifies that:

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

☒ There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

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

Christy Webber & Company

Name of Contractor (please print)


Submitted by (signature)Christy Webber, President

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

Eligibility to Contract

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

Christy Webber & Company

Name of Contractor (please print)


Submitted by (signature)Christy Webber, President


Title

Certificate of Compliance with Illinois Human Rights Act

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

Christy Webber & Company

Name of Contractor (please print)


Submitted by (signature)Christy Webber, President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christy Webber & Company

Name of Contractor (please print)


Submitted by (signature)Christy Webber, President

Title

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Christy Webber & Company
Name of Contractor (please print)

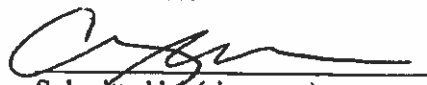

Submitted by (signature)

Christy Webber, President
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Christy Webber & Company
Name of Contractor (please print)

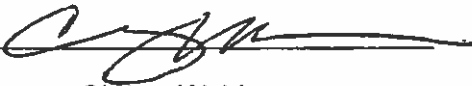

Submitted by (signature)

Christy Webber, President
Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: _____

5/11/2020

Date

Printed Name: Christy WebberTitle: President**VILLAGE OF TINLEY PARK**

BY: _____

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk

(required if Contract is \$20,000 or more)

Date**VILLAGE OF TINLEY PARK**

BY: _____

Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for ?????????????? as detailed in:

- **Proposal Title ##### dated MONTH DATE, 2019**
-

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

[illegible]

[illegible]

Form C

Additional Information Required

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

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

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
Chicago DOT- TCEs & Mall/Plazas 2007 - present	Ken Martin 312-744-1863	up to \$6,000,000 2015 - 2020	N/A
Chicago DOT- Medians 2009-2013 2018-2023	Ken Martin 312-744-1863	up to \$15,000,000	Alvarez, Inc. Melesio Landscaping
Village of Orland Park 2018 -2021	Beau Breunig 708-403-6240	up to \$700,000	N/A
Village of Tinley Park 2018 - 2021	Mitch Murdock 312-427-7240	up to \$7000,000	N/A
Village of Oak Lawn 2017 -2019	Gerald Chicerello 708-499-7098	up to \$500,000	N/A

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

Date	Law	Determination	Penalty

NOT APPLICABLE

File Number

5813-806-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CHRISTY WEBBER & COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 30, 1994, ADOPTED THE ASSUMED NAME CHRISTY WEBBER LANDSCAPES ON AUGUST 11, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of JANUARY A.D. 2017 .***



Authentication #: 1701202462 verifiable until 01/12/2018

Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE



IDHR #: 121307-00
Date Eligible: 03/10/2015
Expires on: 03/10/2020

Roger Post
CFO
Christy Webber Landscapes
2900 W. Ferdinand Street
Chicago, IL 60612

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2019

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

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

PRODUCER Riordan & Scully Insurance 815 Commerce Dr. Suite 240 Oak Brook IL 60523		CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5400 FAX (A/C, No): E-MAIL ADDRESS: certificates@riordan-scully.com															
INSURED Christy Webber & Company dba Christy Webber Landscapes 2900 W. Ferdinand Street Chicago IL 60612		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Employers Mutual Casualty Co</td> <td>21416</td> </tr> <tr> <td>INSURER B: Travelers Prop & Cas of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER D: EMPLOYERS MUTUAL CASUALTY COMPANIES</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Employers Mutual Casualty Co	21416	INSURER B: Travelers Prop & Cas of Amer	25674	INSURER C: Columbia Casualty Company	31127	INSURER D: EMPLOYERS MUTUAL CASUALTY COMPANIES		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1951006039

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	2D05906	7/1/2019	7/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	2T05906	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	2K05906	7/1/2019	7/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2K05906	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Liability			ZUP91M09170-19N	7/1/2019	7/1/2020	Each Occ/Aggregate 5,000,000
C	Pollution/Professional			2088389187	7/1/2019	7/1/2020	Each Occ/Aggregate 2,000,000
D	Inland Marine			2C05906	7/1/2019	7/1/2020	Rental Equipment 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional insured required by written contract or agreement: Village of Tinley Park

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
 16250 S. Oak Park Ave
 Tinley Park IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John F. Riordan

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Rate Determination



ides.illinois.gov

#BWNKMGV
#CNXX X1XX 54X8 1124#
CHRISTY WEBBER & CO.
CHRISTY WEBBER & CO.
2900 W FERDINAND ST
CHICAGO IL 60612-1640

Mail Date: 12/02/2019
Letter ID: CNXXX1XX54X81124

Account ID: 4079061
Name: CHRISTY WEBBER & CO.
Protest Due Date: 12/17/2019
For Calendar Year: 2020
Wage Base: \$12,740.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2019

BENEFIT CHARGES	X	BENEFIT CONVERSION FACTOR	=	CONVERTED BENEFIT CHARGES	/	TAXABLE WAGES	=	BENEFIT RATIO	X	STATE EXPERIENCE FACTOR	+	PENALTY RATE	+	FUND BUILDING RATE	=	CONTRIBUTION RATE (NEW)
\$2,261,741.00		138.40		3,130,249.54		14,780,164.34		21.1787		79.00		0.000		0.425		6.825%

QUARTERLY DETAIL

QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	32,977.00	1,040,426.58
Q4/2016	112,575.00	349,216.47
Q1/2017	548,625.00	1,439,324.72
Q2/2017	126,497.00	2,129,032.58
Q3/2017	26,972.00	947,783.96
Q4/2017	107,948.00	244,652.53
Q1/2018	495,226.00	1,904,535.35
Q2/2018	84,591.00	2,012,554.45
Q3/2018	13,132.00	831,275.24
Q4/2018	91,348.00	213,361.08
Q1/2019	547,364.00	1,695,412.71
Q2/2019	74,486.00	1,972,588.67
TOTALS	2,261,741.00	14,780,164.34

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 6.400% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation. **SUCCESSOR ACCOUNT(S)** - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application **MUST SET FORTH SPECIFIC REASONS** in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

Federal law provides that you be informed that wage information and other confidential Unemployment Insurance information may be requested and utilized for other government purposes, including, but not limited to, verification of an individual's eligibility for other government programs.



Mail Date: 12/02/2019
 Letter ID: CNXXX1XX54X81124
 Account ID: 4079061

Rate Determination

Account ID: 4079061 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION
RATE

6.825%

IMPORTANT

This contribution rate is
used to calculate your
contribution due for
quarters in 2020 ONLY.

What type of protest are you filing? (Check one)

- ☐ Benefit Charges
☐ Taxable Wages
☐ Both Benefit Charges and Taxable Wages
☐ Other. Please explain:

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	32,977.00	1,040,426.58		
Q4/2016	112,575.00	349,216.47		
Q1/2017	548,625.00	1,439,324.72		
Q2/2017	126,497.00	2,129,032.58		
Q3/2017	26,972.00	947,783.96		
Q4/2017	107,948.00	244,652.53		
Q1/2018	495,226.00	1,904,535.35		
Q2/2018	84,591.00	2,012,554.45		
Q3/2018	13,132.00	831,275.24		
Q4/2018	91,348.00	213,361.08		
Q1/2019	547,364.00	1,695,412.71		
Q2/2019	74,486.00	1,972,588.67		
TOTALS	2,261,741.00	14,780,164.34		

INFORMATION AND ATTACHMENTS: ☐ UI-3/40 ☐ REG-UI-1 ☐ UI-50A ☐ Director's Order allowing BEN 118 Protest

☐ Other _____

IMPORTANT: This application for review setting forth specific reasons in support thereof must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

MAIL TO:
 ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
 33 S STATE ST, 10TH FLOOR
 CHICAGO, IL 60603-2802

FAX TO:
 (217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

IDES-RATE(N-07/17)

HOW YOUR CONTRIBUTION RATE WAS DETERMINED UNDER THE ILLINOIS EXPERIENCE RATING FORMULA

The following explanation summarizes the provisions in the Illinois Unemployment Insurance Act (Sections 1500-1507.1), governing the determination of contribution rates as they apply to employers who have incurred liability for the payment of contributions within each of the three or more preceding calendar years. Your CONTRIBUTION RATE, shown on the front of this notice, was determined based on the following factors:

1. YOUR BENEFIT RATIO

This percentage measures your experience as an employer under the Act during the period shown on the front of this notice. It was computed by dividing the total of your converted benefit charges for that period by the total taxable wages for the same period.

$$(\text{Benefit Charges} \times \text{Benefit Conversion Factor}) / \text{Taxable Wages} = \text{BENEFIT RATIO}$$

Benefit charges are based upon the weekly benefit payment made to a claimant. The benefit charges are the weekly benefit amount plus the dependency allowance. A "Benefit Conversion Factor" is used as a multiplier in the calculation of the contribution rate.

Taxable wages are the portion of the total wages paid to all individuals by the employer during a calendar quarter upon which contributions are required. Refer to your UI-3/40 Contribution reports, (including adjustments), to verify your taxable wages. Effective 1989, Department's estimated wages shall not be included in the computation of the Benefit Ratio.

The experience rating period used to compute your benefit ratio may be 12, 24 or 36 months ending June 30 of the preceding year, depending on the number of consecutive calendar years you have incurred liability for the payment of contributions.

LIABILITY	EXPERIENCE RATING PERIOD
Within each of the 5 or more preceding years	36 months
Within each of the 4 preceding years	24 months
Within each of the 3 preceding years	12 months

2. THE STATE EXPERIENCE FACTOR

The percentage reflects the unemployment insurance experience of the State as a whole. It is the ratio of benefits paid to revenue received from all employers, subject to adjustment on the basis of the amount in the Unemployment Trust Fund.

3. FUND BUILDING RATE

The fund building rate was set by Statute to ensure adequate Trust Fund reserves for any future economic downturn. This is included in all employer rates.

Account ID: 4079061 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW INSTRUCTIONS

SECTION I

You must mark the appropriate box indicating the type of protest that you are filing. Be sure to include an explanation if you check "Other".

SECTION II

Indicate under the columns titled "Employer Record" any amounts that differ from the amounts shown under "IDES Record". Please attach documentation to substantiate these amounts.

IMPORTANT:

The application for review setting forth specific reasons in support thereof must be filed within 15 days after the date of mailing as shown on this Notice. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the Protest Due Date.

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

IDES contracts with private law firms to provide small employers with limited free legal services with respect to administrative proceedings that address the subject of this notice. To be considered a small employer, you must have reported fewer than 20 employees during any two of the four quarters preceding the request for free assistance. These independent law firms are not part of IDES. Representation at your hearing is not automatic and depends, in part, upon the facts in your case.

The level of legal services provided will depend on the substance of your challenge to this notice. If you are interested in obtaining legal services, call the number listed below as soon as possible. Any delay in calling could result in your not being able to obtain this service.

Small Employers, please call: (866) 641-4288
(312) 641-6403 TTY (not toll-free)

IDES-RATE(N-07/17)

Verify that all of your Illinois Business Authorization information is correct.

✓ If not, contact us immediately.

✓ If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

Illinois Business Authorization

CHRISTY WEBBER & CO

**2900 W FERDINAND ST
CHICAGO IL 60612-1640**

**Loc. Code: 016-0001-1-002
Chicago (Cook)
Cook County**

Certificate of Registration

**Expiration Date:
9/30/2020**

Sales and use taxes and fees

(2610-0037)

Director
DEPARTMENT OF REVENUE
Issued Date: 09/30/2015

ADDENDUM NO. 1

Landscape Bed Maintenance 2019
Tinley Park, Illinois 60477

February 26, 2019

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Questions and Answers

- a. Question 1: Completing all mulching between April 1 and May 1st may be difficult. Is that timeframe an absolute requirement?
 - i. Answer 1: No, the Village understands that due to inclement weather or other unforeseen conditions and the high amount of sites, there may need to be some flexibility with this requirement. The intent here is to have spring cleanup and mulching operations begin as early in spring as the weather allows, and to continue until all sites have been completed.
- b. Question 2: Are there workable excel files available for the bid tabs?
 - i. Answer 2: Yes, those have been included in the email distribution of this addendum. The file is also available if you email mitchell.murdock@site-design.com.

2) Clarifications

- a. Clarification 1: A bid security is required. The conditions are as follows:

BID SECURITY

A certified check or bid bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the base bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The Bid Security of the successful Respondent shall be returned to them immediately after the execution of the Agreement and upon delivery to the Owner of all requested bonds or certificates.

The Bid Security of all unsuccessful Respondents shall be returned to them, after the Bid opening, as soon as is practicable.

In submitting a Proposal, the Respondent understands and agrees that if their Proposal is accepted, and if Respondent fails to enter into an Agreement with the Owner, Respondent shall forfeit their Bid Security paid to the Owner, not as a penalty, but as liquidated damages due to such failure.

3) Changes to Bid Documents

- a. All of the following changes have been made to the updated version of the documents distributed as part of this addendum.
- b. Change 1: Page 6 of the RFP documents has been updated to include landscape bed edging work.

- c. Change 2: The "monthly rate" references on Page 8 of the RFP documents have been updated to "weekly rate" to reflect what is on the bid tab.
- d. Change 3: Page 9 of the RFP documents had March 4th as the bid opening date. The correct bid opening date is March 5th at 12:00 PM.
- e. Change 4: The bid tabs have been updated to include several page corrections.

END OF ADDENDUM 1



Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS
Landscape Bed Maintenance 2019
RFP# 2019-RFP-07

The Village of Tinley Park (The Village) is seeking proposals from Contractors to coordinate and provide seasonal landscape bed maintenance services. The Contractor shall perform the following general services throughout the growing season, which is April 1st through December 1st.

- **Landscape Bed Maintenance:** Provide maintenance services for trees, shrubs and perennial beds, including weed management, mulching, pruning, seasonal cleanups, disease and insect control, fertilization, vegetation management and other related work in areas listed in the detailed bid breakdown.
- **Regular Work Reporting:** On a weekly basis, provide logs of daily work, including the locations visited, the dates and the types of work completed. On a monthly basis, provide a general summary of the work completed, including planting opportunities, any pest or disease issues or other concerns noted in regular site visits and field inspections.
- **On Demand Services:** When directed by the Street Superintendent or approved representative, provide, install, warranty and maintain all new landscape work as requested. These "on demand" services are intended to serve as a mechanism to provide replacement plant material and repairs on existing landscape sites throughout the Village. Any new installations or landscape work done as part of a new project would not be included in this contract.

The Village is requesting a written proposal from a Contractor to complete this work.

GENERAL REQUIREMENTS:	Proposers are to submit four (4) packets. Submit one (1) original plus three (3) complete copies of the proposals.
SUBMISSION LOCATION:	The Village Of Tinley Park- Clerk's Office 16250 South Oak Park Avenue Tinley Park, IL 60477
SUBMISSION DATE:	Tuesday, March 5, 2019 by 12:00 p.m. Responses received after the time specified will not be opened.
PRE-SUBMITTAL MEETING:	Friday, February 22, 2019 at 10:00 a.m. Recommended meeting at Public Works Facility: 7980 W. 183 rd St Tinley Park, IL 60477
CONTACT QUESTIONS:	Submit questions via email to: Mitch Murdock at mitchell.murdock@site-design.com . Questions are required no less than one (1) week prior to the RFP opening date. Absolutely no informal communication shall occur regarding this RFP, including requests for information or speculation between Proposers or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each



proposer that the Village is aware of and may be answered by addendum.

CONTENTS:

The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- Notice of RFP
- General Terms and Conditions
- Scope of Services
- Submission Requirements
- Requirements and Expectations
- Projected Timeline
- Bid Tab
- Map Books

I. GENERAL TERMS AND CONDITIONS

1. Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. Nothing in this RFP is intended as a contract or as any kind of promise or commitment to enter into an agreement.

2. Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

5. Award:

Award will be based on the low bid from the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6. Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

7. Time and Effort:

Timely service is of the essence. The contractor shall be able to devote sufficient resources to the Village of Tinley Park.

8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

**9. Payments:**

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village contact of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village prior to the date of receipt of responses, which modify or interpret the RFP by addition, deletions, clarifications or corrections. Each respondent shall ascertain prior to submitting a packet that all addenda issued have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the contents of the addenda. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois administrative Code, Title 44, Part 750 (Appendix A) and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: *Please submit certificate with your response.***A. Worker's Compensation and Employer's Liability with limits not less than:**

- a. (1) Worker's Compensation: Statutory;
- b. (2) Employer's Liability;
- c. \$1,000,000 injury-per occurrence
- d. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

- a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

- a. Each Occurrence: \$ 1,000,000
- b. General Aggregate: \$2,000,000
- c. Products and completed operations: General Aggregate: \$2,000,000

D. Coverage's shall include:

- a. Premises/Operations
- b. Independent Vendors
- c. Personal Injury (with Employment Exclusion deleted)



- d. Broad Form Property Damage Endorsement
- e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

E. Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

F. Other Insurance Provisions -

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of



subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- **General Liability:**

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor's Response to RFP.

17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the



responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work on a routine basis;
- B. Proven method of completing designated tasks;
- C. References and experience with the Village and/or other Municipalities;
- D. Cost Proposal

II. SCOPE OF SERVICES

Working under the direction of the Public Works Superintendent, the work includes providing all and manpower necessary to complete the following landscape bed maintenance work:

LANDSCAPE BED MAINTENANCE

1. Spring Cleanup- Remove all leaves and debris from landscape beds and adjacent sidewalks, curbs and parking lot areas where applicable. Cut down any perennials and grasses that were not cut down the previous fall, according to proper horticultural practice, as directed by the Village.
2. Controlling Weeds- Landscape beds to be inspected and weeded weekly as necessary either by spraying, hand or string trimming methods as is required to keep the areas completely weed free at all times.
3. Edging- Spade edge all bed lines and tree rings monthly or as needed to keep a clean edge.
4. Landscape Bed Mulching- All landscape beds shall have a mulch bed three inches (3") deep. Mulch shall be premium quality, double ground hardwood bark mulch, natural in color, free from deleterious materials.
 - a. The Village Hall, Oak Park Avenue Train Station, 80th Avenue Train Station, Harlem Avenue Medians, 171st St Medians, 167th St Medians, and monument sign areas shall have top one inch (1") of landscape mulch beds redressed with new mulch twice each year by May 1st, and again in the fall by September 15th.
 - b. All other sites shall have the top one inch (1") of landscape mulch beds redressed with new mulch once each year by May 1st.
 - c. For all sites, if mulch from the previous year has completely broken down or blown away, or if no mulch is currently present in the landscape bed, the entire 3" depth will need to be supplied, rather than a top dressing.
5. Non-Parkway Tree Mulching- All non-parkway trees located in turf areas as shown in the mowing map shall be mulched with a mulch ring at least two feet (2') in radius from the trunk. "Volcano Mulching" must be avoided- the mulch should not be piled up around the base of the trunk. Mulch shall be placed in a saucer shape and be clear of the trunk so the root flare is visible. Mulch shall be three inches (3") deep. Mulch shall be premium quality, triple ground hardwood bark mulch, natural in color, free from deleterious materials
 - a. All non-parkway trees located in turf areas shall have the top one inch (1") of landscape mulch beds redressed with new mulch once each year by May 1st. If mulch from the previous year has completely broken down or blown away, or if no mulch is currently present, the entire 3" depth will need to be supplied, rather than a top dressing.
 - b. In addition to the landscape bed locations found on the landscape bed map book, there are additional non-parkway trees in turf locations that need to be mulched. See the mowing map book for those locations.



6. Pruning- Prune shrubs as needed. Shearing techniques shall be used only when necessary to maintain hedges or shrubs where shaping them in this manner is appropriate. Hand pruning to maintain the natural form of the plant shall be the predominant pruning technique.
7. Fall Cleanup- Remove all leaves and debris from landscape beds and adjacent sidewalks, curbs and parking lot areas where applicable. Cut down perennials and grasses according to proper horticultural practice, as directed by the Village.
8. Plant Health Care Monitoring- Contractor shall monitor and identify any plant diseases and pests, and suggest treatment strategies with the Street Superintendent. Any treatments chosen will be considered "on demand/new work" services, and are subject to approval through a new proposal. Monitoring results shall be noted in the monthly reports.

ON DEMAND SERVICES/ NEW WORK

1. Planting/ Installations- On demand landscape installation services consist of the planting of trees, shrubs, perennials, sod and seed. All such new work shall be guaranteed for one (1) year. Replacement work required after the one (1) year guarantee period shall be considered new work. On demand hourly services
2. Watering- The contractor shall obtain water by filling their tank at the Public Works Facility filling station located outside the Public Works Facility. Filling of water tanks at other locations such as hydrants in town shall not be permitted unless approved by the Village. Unit prices for watering shall cover one employee and any equipment or items needed to complete the work.
3. Tree pit weeding shall consist of hand pulling or string trimming weeds in tree pits or parkway tree mulch beds. Unit prices for weeding shall cover one employee and any equipment or items needed to complete the work.
4. Parkway Restoration shall consist of site prep, backfilling, and seeding. Prep sites by squaring work area with a tool to make a sharp edge on the existing parkway. Remove any dead or damaged turf as needed. Existing clean fill on site can be used as backfill. Fill and compact to allow for settling and match existing grade. Seed with all-purpose sun-shade fescue/ryegrass/bluegrass mix, and top-dress with Penn Mulch (or approved equal) and starter fertilizer.
5. Sod Installation shall consist of site prep, and placing sod and other materials required in the sodding operations. All sod shall be nursery grown Kentucky Bluegrass, dense, well rooted, and free from weeds. Sod shall be subject to inspection by the Village. Prior to placing sod, the existing soil shall be scarified to a depth of three inches (3"). The existing soil shall be free of deleterious materials. All soil surfaces shall be moist when the sod is placed. When directed, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) Gallon/feet immediately prior to placing the sod.
7. Install Mulch "Volcano Mulching" must be avoided. The mulch should not be piled up around the base of the trunks of trees. Mulch beds shall be three inches (3") deep. Mulch shall be premium quality, double ground hardwood bark mulch, natural in color, free from deleterious materials
8. Furnish and Install soil in areas as needed. Incidental soil quantities needed to complete planting, sodding and/or parkway restoration activities should be considered included in those individual rates. Any larger quantities of soil that may be needed above and beyond the normal conditions for those activities can be covered by this line item. Soil type shall be locally sourced topsoil, screened and pulverized, free from deleterious materials.
9. Trash pickup shall consist of monitoring for and cleaning up any miscellaneous trash that may have blown into the lawn or landscape bed from an adjacent roadway or parking lot. This does not include any large or heavy items or materials that may have shown up on a site due to fly dumping. Unit prices for trash pickup shall cover one employee and any equipment or items needed to complete the work.



PLANT REPLACEMENTS

Dead plants or plants that are in a state of decline shall be immediately reported to the Street Superintendent or representative. Upon approval from the Street Superintendent, these plants shall be removed and replaced as an on-demand service. The Street Superintendent or representative shall inform the Contractor whether or not the replacement plants shall be of the same or of a new species. Any replacement plant(s) shall be subject to the same guarantee requirements of new "On Demand" work. Upon replacement, these plants shall be maintained as directed in the landscape maintenance contract documents. The costs incurred to remove these dead or declining plants shall be within the scope of the "Weekly Rate". The replacement plant material supply and installation is considered "On Demand", and is beyond the scope of the "Weekly Rate" of maintenance.

WATERING

Some locations maintain a comprehensive irrigation system for the watering of its designated lawn areas and perennial beds. All un-irrigated areas may need to be watered by hand on an as needed basis as necessary to maintain adequate growth and health. The contractor shall advise Village personnel concerning watering schedule, and propose on demand watering services as needed. Watering is considered "On demand" and is beyond the scope of the "Weekly Rate" of maintenance.

GUARANTEES

If any plant materials have deteriorated in health and appearance within the first year of new work installation so as to become a lesser specification, grade, and/or quality than originally installed; the Contractor shall replace plants at the Contractor's expense. Exceptions to this guarantee shall be damage or loss due to theft, vandalism, and accidental occurrences outside the Contractor's control and Acts of God.

III. RFP SUBMISSION REQUIREMENTS

1. Company Profile- Responder shall include a short written description with background information about the company.
2. Pricing- Must be included in the cost proposal, as listed on the detailed bid tab.
3. References - Responder shall include three (3) references from past projects with a similar scope of work.
4. Insurance Certificate- Must be included per the insurance requirements noted in Section 14 of the General Terms and Conditions above.
5. Provide license information for Pesticide Applicator(s) that shall be used for spraying, any weed control and pest control.

IV. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of The Village.



5. Village Special Events: The Village has several special events throughout the year, typically held in the downtown area which may require all landscape maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to:

Village Block Party (usually around the 3rd Sunday in July)

Farmers Markets

Music performances

Movie showings

6. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
7. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

V. CONTRACT TERMINATION

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

VII. TERM OF CONTRACT

The term of the contract shall be for one year, with two optional renewal years.

PROJECTED TIMELINE

Every effort will be made to adhere to the following schedule:

RFP Released:	February 19, 2019
Proposals Due	March 5, 2019 at 12:00 PM
RFP Review	March 2019
Committee Review	March 2019
Board Approval	March 2019
Contract Work Begins	April 2019

Landscape Bed Maintenance- Sites Found in Landscape Beds Map Book

ID #	Map Grid #	Name/ Description	Area (Sq Ft)	Landscape Bed Maintenance	Monthly Price	2019 Yearly Cost	2020 Yearly Cost	2021 Yearly Cost
S003	1	1159th/86th Gateway Sign	303	X				
S006	3	76th Av Medians Between 161st & 165th	15693	X				
S04	4	159th St & Harlem SW	868	X				
S013	4	Harlem Ave - between 161st and 163rd	3759	X				
S011	5	Centennial Circle Pkwy behind Menards	3047	X				
S139	5	Village Hall 16250 S. Oak Park Ave.	11998	X				
S021	9	Harlem Ave Medians	15078	X				
S022	11	167th St Medians	5794	X				
S191	11	Median on 163rd St (just east of Harlem) and Centennial	1589	X				
S025	12	Post 1 -167th St Pump and Tanks 6640 167th St	5195	X				
S14	18	Beds at SW corner of 170th St and Oak Park Ave and the 6 tree pit/ light pole beds immediately north and south of there along Oak Park Ave on the west side	3899	X				
S061	20	Christopher Ct. Island	395	X				
S105	22	9191 W 175th St	1057	X				
S193	22	LaGrange Rd medians (171st St to 179th St)	23670	X				
S195	26	171st St median (just east of 80th Ave)	8456	X				
S095	28	17200 Oak Park Ave	2205	X				
S096	29	Oak Park Av Train Station north of RR	1634	X				
S097	29	Vogt Plaza	2887	X				
S099	29	Safety/Fire/Public Lot 17355 68th Ct	10829	X				
S100	29	Subway Parking Lot 17217 Oak Park Av	1120	X				
S101	31	Oak Park Av Train Station south of RR	26234	X				
S132	31	Oak Park Av Train Station north of RR	3318	X				
S122	38	80th Av Train Station	31740	X				
S10	39	175th St & Duvan Dr	260	X				
S07	42	175th St & Tinley Park High School	346	X				
S156	44	92nd Ave. S. of 183rd parkway Beds	7824	X				
S136	48	Public Works Garage	11020	X				
S137	48	7850 183rd St Police Station	6082	X				
S123	58	183rd Medians	12227	X				
S145	60	Harlem Ave Median 177th St to 191st St	9556	X				
S162	61	Convention Center Dr /183rd St	2252	X				
S171	62	18301 S Ridgeland Post 2 beds around building fence and monument sign	3865	X				
S168	70	7801 191st St. Fire House # 4 and median	4388	X				
S111	64	Tinley Park signs 191st & Harlem	297	X				
S174	68	Brookside Glen Dr. parcel perpendicular to Meadows Edge Trl	1471	X				
S041	71	Post #13 Brookside Glen lift stations 7408 1/2 W Ridgeland Lane E. & W. of 80th Ave. Bed surrounds the station.	1482	X				
S09	75	Tinley Park signs Ridgeland Av & Vollmer Rd	213	X				

PER SQUARE FOOT UNIT COSTS FOR FUTURE SITE ADDITIONS								
				X	/SF	/SF	/SF	/SF

ID #	Map Grid #	Name/ Description	Area (Sq Ft)	Non-Parkway Tree Mulching	2019 Yearly Cost	2020 Yearly Cost	2021 Yearly Cost
N/A	N/A	Non- Parkway Trees in Village managed turf grass sites	N/A	X	N/A		

1

On-Demand Services

ID #	Map Grid #	Name/ Description	Unit	2019 Price Per Unit	2020 Price Per Unit	2021 Price Per Unit
		WATERING				
		Provide water truck and watering services	Per hour			
		PLANTING/ INSTALLATIONS				
		Trees- 2.5" caliper	Each			
		Shrub- 36" B&B	Each			
		Shrub- 5 gallon	Each			
		Shrub- 3 gallon	Each			
		Perennial/ Groundcover- 1 gallon	Each			
		Parkway Restoration	Square Yard			
		Sod Installation	Square Yard			
		Furnish and Install Mulch	Cubic Yard			
		Furnish and Install Soil	Cubic Yard			
		CLEANUP SERVICES				
		Tree pit weeding	Per hour			
		Trash pickup	Per hour			



Interoffice Memo

Date: March 5, 2020

To: John Urbanski, Interium Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Award-Renewal Mowing 2020 (Year 2 of 3)

Presented for May 19, 2020 COW and Village Board Meeting for consideration and possible action:

Scope of Work: This service contract is a renewal for mowing service by a qualified contractor for our 234 acres of lawn throughout Tinley Park.

Description: Public Works is recommending that we extend our current contract for an additional year for mowing service on our 234 acres of turf in various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension. The past year Ridge Landscape Services has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding in the amount of \$248,896.00 will be available in the FY21 Budget; Road and Bridge, Facilities, Water and CPL Operating and Maintenance Budget.

Budget Available	\$248,896.00
Costs Lawn Maintenance (24 mowings with 3% increase)	<u>(\$189,324.96)</u>
Difference (Under Budget)	\$63,180.61

Staff Direction Request:

1. Approve the service contract for 2020 mowing contract for Ridge Landscape Services in the amount of \$189,324.96.
2. Direct Staff as necessary.

Attachments

1. Recommendation letter from Site Design Group

May 15, 2020

Ms. Kelly Mulqueeny

Street Superintendent

Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477



re: **Village of Tinley Park Mowing – Contract Renewal Recommendation**

Dear Kelly:

At this time, we would like to recommend renewal of the Mowing contract with the current contractor, Ridge Landscape Services.

During our routine landscape maintenance inspections which began in June, lawn management issues did occur, but Ridge Landscape Services was always very responsive and addressed outstanding issues as directed by the Village in a timely manner.

Ridge Landscape Services is interested in continuing their work with the Village, as referenced in their letter dated September 11, 2019. This renewal would be the first of two possible renewal options for the Mowing contract. The contract bid amount for this renewal option has increased, as Ridge Landscape Services did escalate their bid costs above the initial year.

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

Sincerely,

Mitch Murdock

Project Manager – site design group, ltd.

CC: RKS / BM/ KM

site design group, ltd.
888 south michigan avenue #1000
chicago, illinois 60605
tel 312.427.7240 fax 312.427.7241
www.site-design.com



Interoffice Memo

Date: March 5, 2020

To: John Urbanski, Interium Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Award-Renewal Stormwater Area Maintenance 2020 (Year 2 of 3)

Presented for May 19, 2020 COW and Village Board Meeting for consideration and possible action:

Scope of Work: The Village of Tinley Park utilized the stormwater management services from Cardno last year for installation, maintenance, and stewardship for naturalized plants in naturalized plants in at various locations throughout the Village

Description: Public Works is recommending that we extend our current contract for an additional year for Stormwater maintenance at various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension.

Background: Last years service contract was advertised and bid in accordance with state bidding laws and provided the Village the potential of extending the contract for two (2) additional years. The past year Cardno has proven to be a professional, reliable contractor with reasonable rates.

Budget / Finance: Funding in the amount of \$189,500.00 will be available in the FY21 Budget; Road and Bridge.

Budget Available	\$189,500.00
Costs Stormwater Area Maintenance	<u>(\$189,500.00)</u>
Difference	\$0.00

Staff Direction Request:

1. Approve the service contract for FY21 stormwater maintenance contract for Cardno in the amount of \$189,500.
2. Direct Staff as necessary.

Attachments

1. Recommendation letter from Site Design Group

February 26, 2020

Ms. Kelly Mulqueeny

Street Superintendent

Village of Tinley Park

16250 S. Oak Park Ave.

Tinley Park, Illinois 60477



re: Naturalized Stormwater Areas Maintenance – Contract Renewal Recommendation

Dear Kelly:

At this time, we would like to recommend renewal of the Natural Areas Maintenance contract with the current contractor, Cardno, Inc.

During our routine landscape maintenance inspections throughout the growing season last year, natural areas maintenance issues did occur, but Cardno, Inc was always very responsive and addressed outstanding issues as directed by the Village in a timely manner.

Cardno, Inc is interested in continuing their work with the Village, as referenced in their letter dated October 11, 2019. This renewal would be the first of two possible renewal options for the Natural Areas Maintenance contract. The contract bid amount for this renewal option is \$189,500, as there is not a cost escalation above the initial year.

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

Sincerely,

Mitch Murdock

Project Manager – site design group, llc.

CC: RKS / BM/ KM

site design group, llc.
888 south michigan avenue #1000
chicago, illinois 60605
tel 312.427.7240 fax 312.427.7241
www.site-design.com

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-057

**A RESOLUTION APPROVING THE FIRST EXTENSION CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR 2020 NATURALIZED STORMWATER
AREAS MAINTENANCE**

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

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

RESOLUTION NO. 2020-R-057**A RESOLUTION APPROVING THE FIRST EXTENSION CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR 2020 NATURALIZED STORMWATER AREAS MAINTENANCE**

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

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

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

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

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

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

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

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

ADOPTED this 19th day of May, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of May, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CARDNO, INC. AGREEMENT

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-057, “A RESOLUTION APPROVING THE FIRST EXTENSION CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, INC. FOR 2020 NATURALIZED STORMWATER AREAS MAINTENANCE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May 2020.

VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred eighty nine thousand five hundred dollars and 00/100 Dollars** (189,500.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

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

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

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

The undersigned Sean Clauson, as Assistant Vice President and on behalf
(Name) (Title)
of Cardno, Inc. having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

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

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

Delaware, 2011

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: List of States, Certificate/ID numbers, and Qualifying Dates

Federal Employer I.D. #: 45-2663666

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

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): _____

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

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: *Included in attached RFP Yes ☒ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

N/A Form C Additional Information (if required)

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

SC Illinois Department of Revenue registration

SC Illinois Department of Employment Security registration

SC Standards of Apprenticeship/Apprentice Agreements

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

SC Written Safety Policy Statement signed by company representative

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

SC Workers' Compensation Coverage

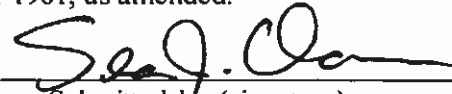
SC Professional or Trade Licenses

Eligibility to Contract

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

Cardno, Inc.
Name of Contractor (please print)

Assistant Vice President
Title

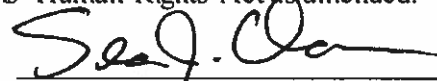

Submitted by (signature)
Sean Clauson

Certificate of Compliance with Illinois Human Rights Act

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

Cardno, Inc.
Name of Contractor (please print)

Assistant Vice President
Title



Submitted by (signature)
Sean Clauson

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Cardno, Inc.
Name of Contractor (please print)

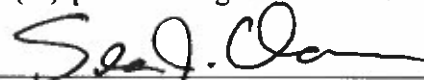
Assistant Vice President
Title


Submitted by (signature)
Sean Clauson

Certificate Regarding Sexual Harassment Policy

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

Cardno, Inc.
 Name of Contractor (please print)
Assistant Vice President
 Title


 Submitted by (signature)
 Sean Clauson

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

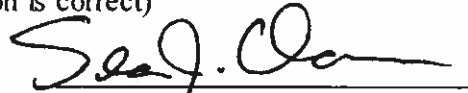
The undersigned hereby certifies that:

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

~~B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)~~

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

Cardno, Inc.
 Name of Contractor (please print)
Assistant Vice President
 Title


 Submitted by (signature)
 Sean Clauson

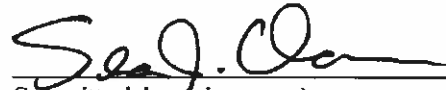
Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

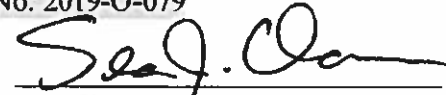
Cardno, Inc.
Name of Contractor (please print)
Assistant Vice President
Title


Submitted by (signature)
Sean Clauson

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Cardno, Inc.
Name of Contractor (please print)
Assistant Vice President
Title


Submitted by (signature)
Sean Clauson

[Signature Page to Follow]

CARDNO, INC.BY: Sean J. Clauson5/13/20

Date

Printed Name: Sean ClausonTitle: Assistant Vice President**VILLAGE OF TINLEY PARK**BY: _____
Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)_____
Date**VILLAGE OF TINLEY PARK**BY: _____
Village Manager_____
Date

SCOPE OF SERVICES

Attached Scope of work for Naturalized Stormwater Areas Maintenance as detailed in:

- **Renewal Work – see attached Addendum No. 1, 2018-RFP-008, dated July 30, 2018**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Subcontractors who will Perform Work on the Project

[illegible]

*Included in attached RFP

[illegible]

[illegible]

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

Date	Law	Determination	Penalty

CARDNO, INC. - Authority to do Business

Jurisdiction	State/Charter Id	Qualified Date
Alabama	025-667	12/20/2011
Alaska	10002307	12/9/2011
Arizona	F17273325	12/20/2011
Arkansas	811008107	12/19/2011
California	C3436729	12/9/2011
Colorado	20111680693	12/9/2011
Connecticut	1055875	12/9/2011
Delaware (Domestic)	4995179	6/10/2011
District of Columbia	C0000002907	12/14/2011
Florida	F11000004930	12/9/2011
Georgia	11092434	12/12/2011
Hawaii	44757F1	12/9/2011
Idaho	C193038	12/8/2011
Illinois	N/A	12/9/2011
Indiana	2011121200201	12/9/2011
Iowa	427605	12/9/2011
Kansas	4568770	12/8/2011
Kentucky	807341	12/9/2011
Louisiana	40691275F	12/19/2011
Maine	20120448 F	12/9/2011
Maryland	F14414130	12/9/2011
Massachusetts	1066725	12/9/2011
Michigan	60503P	12/9/2011
Minnesota	456920400035	12/9/2011
Mississippi	992844	12/9/2011
Missouri	F01188372	12/8/2011
Montana	F064466	12/9/2011
Nebraska	10155504	12/14/2011
Nevada	E0672552011-4	12/13/2011
New Hampshire	N/A	12/15/2011
New Jersey	101019201	12/9/2011
New Mexico	4546458	12/9/2011
New York	111227000113	12/27/2011
North Carolina	1233816	12/12/2011
North Dakota	30501700	12/8/2011
Ohio	2068321	12/13/2011
Oklahoma	2312338436	12/9/2011
Oregon	818670-96	12/9/2011
Pennsylvania	4072233	12/9/2011
Rhode Island	744963	12/9/2011
South Carolina	N/A	12/14/2011
South Dakota	FB035620	12/9/2011
Tennessee	673590	12/8/2011
Texas	801518100	12/8/2011
Utah	8175011-0143	12/9/2011
Vermont	F-32753-0	12/19/2011
Virginia	F1882150	12/13/2011
Washington	603164107	12/8/2011
West Virginia	99593	12/13/2011
Wisconsin	C081018	12/8/2011
Wyoming	2011-000613337	12/20/2011



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/22/2019

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Cardno JFNew
708 Roosevelt
Walkerton IN 46574 USA

INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Lexington Insurance Company	19437
INSURER D:	Ironshore Specialty Insurance Company	25445
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570076948312

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Agg \$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0018396104	06/30/2019	06/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0183962-04	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		AI/C018392704	06/30/2019	06/30/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC018396004	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Env Site Liab		002161705 Pollution Liability	06/30/2019	06/30/2020	Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Tinley park is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
16250 Oak Park
Tinley Park IL 60477 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570076948312

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno JFNew
POLICY NUMBER See Certificate Number: 570076948312		
CARRIER See Certificate Number: 570076948312	NAIC CODE	EFFECTIVE DATE:

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

AGENCY CUSTOMER ID: 570000051836

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno JFNew	
POLICY NUMBER See Certificate Number: 570076948312			
CARRIER See Certificate Number: 570076948312	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cardno Named Insureds

Cardno ChemRisk, LLC.
 Cardno EM-Assist, Inc.
 Cardno Emerging Markets USA, Ltd.
 Cardno ENTRIX
 Cardno ERI
 Cardno GS, Inc.
 Cardno Haynes Whaley, Inc.
 Cardno JFNew
 Cardno MMA
 Cardno NC, Inc.
 Cardno TBE (AZ)
 Cardno TBE (FL)
 Cardno TBE; TBE Group, Inc.
 Cardno TEC, Inc.
 Cardno USA, Inc.
 Cardno WRG, Inc.
 Cardno WRG, Inc. dba WRG Designs Inc.
 Cardno, Inc (OR)
 Cardno, Inc. (TX)
 Cardno, Inc. (FL)
 Cardno (MI), Inc.
 Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services, LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies
 Entrix Inc. dba Cardno Entrix
 Environmental Resolutions, Inc.
 ES NY Engineering, P.A. PC.
 J.F. New & Associates, Inc.
 JFNew
 TBE Group, Inc. (Adden)
 TBE Group, Inc. dba: Cardno TBE
 TBE Group, Inc., Cardno TBE
 TBE Professional Services, PLLC
 WRG North Carolina PLLC

ADDENDUM NO. 1

Naturalized Stormwater Areas Maintenance
2018-RFP-008
Tinley Park, Illinois 60477
July 30, 2018

This addendum forms part of the RFP Documents for the above named project and contains the following:

1) Changes

- a. The Submission Date has been changed from Friday, August 10, 2018 at 12:00 pm to **Wednesday, August 8, 2018 at 12:00 pm.**
- b. The pricing forms were updated to include aquatic items.

2) Additions

- a. The appendix with the list of species to be controlled has been provided.

3) Questions and Answers:

Question 1: Is the contract expected to begin April 15th, 2019?

Response 1: 2019 will be the first full growing season of the contract, but the Village would like to take advantage of the opportunity to begin work in 2018 once the contract is in place in order to get a jump start on stewardship work that makes the most sense to complete that late in the season.

Question 2: How many years is the contract being awarded for/is there a renewal process?

Response 2: The initial contract period shall be for one year, and it is renewable.

Question 3: Are any contractors or village staff currently performing aquatic or terrestrial management on any of the priority sites or have any contractors or village staff performed work in 2018?

Response 3: There is not currently a contract of this type in place and Village staff do not currently perform this type of work. In spring 2018 Settler's Pond West had a prescribed burn and some teasel treatment, and Settler's Pond East had a prescribed burn and supplemental seeding. The library site had stewardship visits in April, May and mid-July.

4) Clarifications

- a. One sentence fragment has been clarified under the Aquatic Services section of the scope. Contractors shall be responsible for the maintenance of ponds within the list of sites.

END OF ADDENDUM NO. 1

**The Village of Tinley Park, Illinois****REQUEST FOR PROPOSALS*****2018-RFP-008 - Naturalized Stormwater Areas Maintenance***

The Village of Tinley Park (VOTP) in its role of maintaining certain stormwater management sites, seeks the services of a capable Contractor to install, maintain, and steward naturalized plant communities at various locations throughout the Village. The work is to take place throughout the growing season, from April 15th through November 15th. The Contractor shall perform the following general services on a rotating schedule throughout the year.

- Regular landscape maintenance and stewardship services for naturalized areas
- Upland invasive species management services
- Aquatic weed and algae management services
- Site preparation and native planting installations

The Village is requesting a written proposal for a Contractor to complete this work.

GENERAL REQUIREMENTS: Submit six (6) packets. Submit **one (1) original plus five (5)** complete copies of the proposal.

SUBMISSION LOCATION: Village of Tinley Park- Clerk's Office
16250 South Oak Park
Avenue Tinley Park, IL
60477

SUBMISSION DATE: Wednesday, August 8, 2018 at 12:00 pm

Proposals received after the time specified will not be opened.

CONTACT / QUESTIONS: Submit questions via email to:

Mitch Murdock at Mitchell.murdock@site-design.com
Questions are required no less than seven (7) business days prior to the proposal opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information, or speculation between responders or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.**

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- *Notice of RFP (1 Page)
- *I. General Terms and Conditions (2 pages)
- *II. Background (2 pages)
- *III. Scope of Services (19 Pages)
- *IV. Requirements and Expectations (1 Page)
- *V. Maps, Pricing Forms, Plant Lists and Additional Information (24 Pages)

I. GENERAL TERMS AND CONDITIONS**1.Negotiations:**

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

2.Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3.Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4.Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

5.Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6.Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

7.Contract Period:

This annual contract period is anticipated to begin on April 15th and end on November 15th. In the initial year, work will begin as soon as the contractor can mobilize.

8.Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

9.Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the RFP, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: *Please submit certificate with your response.*

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- a. **Worker's Compensation Insurance** covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- b. **General Liability:**

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

- c. **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

- d. **Comprehensive Automobile Liability, Bodily Injury, Property**

Damage: General Aggregate Limit \$1,000,000

Each Occurrence Limit \$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: [a] Contractor is acquired by another

party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor's Response to RFP.

17. Submittal and Evaluation Factors:

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work on a regular basis in a timely manner;
- B. Experience with other Municipalities;
- C. Demonstrated success at comparable sites;
- D. Communication with the Village; and
- E. References.

II. BACKGROUND

Following is a list of sites that have been identified by the Village as priority sites that need restoration, enhancement and/or management. See the site maps attached to this document for a clarification of the areas of work.

Cork Rd Pond-This 2.7-acre wet bottom pond area located just west of Cork Road is connected to a creek line heading south west that leads into other bodies of water. There are residential backyards that outline the north and east sides of the pond. This contract includes the sloped perimeter areas around the pond and the pond itself, but not the creekline or the larger area to the west. The pond has occasional algae blooms and had regular aquatic management and treatments in recent years. The shorelines have some erosion and invasive species management is needed. Those areas have only had sporadic stewardship activities in recent years.

Pond G - This 8.8 acre wetland pond is located along the west side of 80th Ave just south of 171st St. In 2012, a restoration project was completed, and the site is now fully vegetated with native wetland plants and some cattail areas. Site stewardship was pretty consistent in recent years. It was just burned in April 2018. The site needs ongoing stewardship of the native plant communities and to control the cattail areas to prevent them from spreading.

Settler's Pond East- This wet bottom pond is 8.5 acres, located on the east of Sayre Ave in between 177th St and 179th St. This pond has had consistent restoration work and burns in recent years. The site needs regular stewardship to continue. It is scheduled for a burn in spring 2018.

Settler's Pond West- This wet bottom pond is 7.6 acres, located on the west side of Sayre Ave in between 177th St and 179th St. This pond has not had much in the way of restoration work or burns in recent years. We anticipate a workload focused on invasive species management for at least an entire growing season before enhancements can begin.

Tinley Park Public Library Prairie and Detention Basin- This site has a 3.1 acre prairie and a 3.5 acre detention basin area with naturalized perimeters. A restoration project began in 2015 and the site has received ongoing enhancements and stewardship since that time, so the native plant communities are really just starting to establish. This site is managed by the Tinley Park Public Library, which is a separate decision making body from VOTP. The site was last burned in 2016.

Tinley Terrace- A 2-acre, wet bottom pond, surrounded by a substantial naturalized edge, located behind the homes on the south side of Terrace Dr between 66th Av and Skyline Dr. The shorelines need invasive species to be controlled, but there are some desirable native plants present as well. In past years this site has received aquatic treatments to prevent fish kills and algae blooms. The site receives a lot of complaints and interest from the surrounding neighbors, so aesthetics are a big concern.

Town Point Basin- This is a 3.5-acre dry bottom pond, with pockets of naturalized vegetation lining some of the upland portions, and two interpretive signs. It's located just SE of the intersection of 179th St and 88th Av. The site has not had consistent stewardship in recent years and some areas have high concentrations of invasive species. There are lots of resident complaints, particularly about aesthetics.

III. SCOPE OF SERVICES

SITE PREPARATION

1. Brush Clearing and Tree Thinning:

- a. Description: Per hour unit cost to clear non-native brush, non-native trees and/or select native trees for the purposes of ecosystem restoration. Pricing must include cutting plants by hand flush to the ground, applying herbicide to the cut stump immediately after cutting, disposal of the cut material off-site and execution of re-sprout treatments until performance criteria are met. Maximum size of trees requiring removal under this line item will be four inches diameter at breast height (4" DBH). Stump treatments must be applied using a sponge applicator unless otherwise approved in writing by the Village.
- b. Products:

- i. For Honeysuckle species (*Lonicera spp.*):
 - 1. Razor Pro or Equivalent (Glyphosate 41.0%)¹
 - 2. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)¹
 - ii. For all other species:
 - 1. Tahoe 4E or Equivalent (Triclopyr Ester 61.6%)¹
 - iii. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
- c. Performance: Ninety-nine percent (99%) of all target species stems removed and/or treated with appropriate herbicide resulting in Ninety-nine percent (99%) plant death.

¹Basic Herbicide Product Classification

²Premium Herbicide Product Classification

³Specialty Herbicide Product Classification

2. Boom-Spray Herbicide Application:

- a. Description: Per square yard unit cost to apply non-selective herbicide mixtures using a boom spray or pistol spray application in preparation of planting operations. Pricing must include layout of proposed application area with pin flags, the initial application and any follow-up applications required to meet the performance criteria.
- b. Products:
 - i. Razor Pro or Equivalent (Glyphosate 41.0%)¹
 - ii. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)¹
 - iii. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
 - iv. Herbicides to be mixed by the Contractor in desired concentrations for the vegetation to be treated.
- c. Performance: Ninety-nine percent (99%) brown out of treated vegetation.

¹Basic Herbicide Product Classification

²Premium Herbicide Product Classification

³Specialty Herbicide Product Classification

3. Shoreline Grading:

- a. Description: Per linear foot unit cost to re-grade pond shorelines that exhibit up to twenty four inches (24") of vertical cut erosion. Pricing must include layout of the proposed grading and soil distribution areas using pin flags, de-watering (if required), grading of soil by hand or by use of appropriate machinery (i.e. mini excavator), finish grading in preparation for planting, removal of clods and debris, and re-distribution of excess soil on-site.

- b. Products: N/A
 - c. Performance: Shoreline provides a smooth transition from top of slope into the water; large clods, roots, stones, sod, and other debris are not present; and excess soil has been re-distributed on site.
4. Soil Tilling:
- a. Description: Per square yard unit cost to till an area in preparation for planting. Pricing must include layout of the tilling area using pin flags, tilling, and surface preparation (i.e. raking or dragging).
 - b. Products: N/A
 - c. Performance: Minimum tilling depth of four inches (4"); large clods, roots, stones, sod and other debris are not present.
5. Soil Scarification:
- a. Description: Per square yard unit cost to scarify an area in preparation for planting. Pricing must include layout of the area to be scarified using pin flags and
 - b. Products: N/A
 - c. Performance: Disruption of a minimum seventy five percent (75%) of the soil surface no greater than one-half inch (1/2") deep.

SOIL AMENDMENTS

6. Soil Testing:
- a. Description: Per sample unit cost to test soils within a designated area for physical and nutritional analysis. Pricing must include soil sampling, soil testing (including any delivery fees), soil test analysis report with any soil amendment recommendations.
 - b. Products:
 - i. Soil testing professional shall be:
Dirt-N-Turf Consulting, Inc.
542 Clark Street
Hinckley, IL 60520
Contact: David Marquardt, BSPC
PH: 630-251-1511
e-mail: dave@dirty-n-turf.com
-or approved substitution
 - c. Performance: Submit soil test analysis report and corresponding fertilizer/amendment recommendations to the Village within thirty (30) days of sampling.

7. Fertilizers, applied:

- a. Description: Per pound unit cost to apply soil fertilizers and/or amendments as recommended by the soil test analysis report. Pricing must include application of the recommended product utilizing a rotary or drop-style spreader.
- b. Products:
 - i. Gypsum: Agricultural grade, minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.
 - ii. Hi-Cal Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
 - 2. Provide lime in form of ground dolomitic limestone.
 - iii. Milorganite 6-4-0
 - iv. Monoammonium Phosphate (MAP) 11-52-0
 - v. Sulphate of Potash (SOP) 0-0-50
 - vi. UMAXX Water Soluble Green Stabilized Fertilizer 46-0-0
- c. With adequate documentation of efficacy and appropriateness, alternate fertilizers and/or soil amendments may be utilized only with written approval by the Village.
- d. Performance: Even distribution of fertilizers and/or amendments as specified by the soil analysis report.

PLANTING OPERATIONS**8. Seed, Installed:**

- a. Description: Per square foot unit cost for the installation of the specified native seed mixes found as an appendix to these RFP documents. Pricing must include preparation of a native seed evaluation matrix submittal for seed approval prior to installation, inspection of native seed prior to installation, layout of seeding areas using pin flags, and the installation of native seed. The seed pricing must also include cover crop seed and mycorrhizal inoculants as incidental costs to the line item.
 - i. Optimal Installation Timeframe
 - 1. Spring: March 1st – June 30th
 - 2. Dormant: September 15th – October 31st
 - ii. Alternate seeding installation times must be approved in writing at the discretion of the Village prior to planting. The approval of an alternate seeding installation time shall not relieve the Contractor from their performance obligations as outlined in the performance section of this document. All performance criteria shall be enforced.

- iii. Seed installation methods must be approved in writing by the Village, but generally must follow one of the following processes:
 - 1. For inter-seeding into prepared existing vegetation seed shall be drilled by a modified* 3-box rangeland type no-till drill designed to plant native grass and forb seed (such as the Truax No-Till Drill) if the soil is firm enough. [*Prior to seeding, detach the bottom portion of half (1/2) of the small box seeding tubes so that a portion of the seed is surface sown instead of drilled into the soil]
 - 2. For tilled planting areas, newly graded sites or other loose soil conditions seed shall be drop-seeded by a 3-box rangeland type dropseeder designed to plant native grass and forb seed (such as the Truax Trillion or Belco Greenscape seeder).
 - 3. If site conditions prohibit the use of mechanized seeding equipment, broadcasting of seed is acceptable on exposed soil only. If seed is broadcast, it shall be mixed with an equal amount of inert filter (such as sand, vermiculite, rice hulls, etc.) to enable an even distribution of seed. Seed shall be broadcast in three (3) separate applications:
 - a. Broadcast half (1/2) of the specified native grass seed first. Drag the seeding area utilizing a rake or similar equipment, work native grass seed into the soil achieving a final planting depth between 0.25" (1/4") – 0.5" (1/2").
 - b. Broadcast remaining native grass seed, cover crop and one-third (1/3) of the remaining seed mixture (sedges/rushes/forbs), reserving 100% of any species indicated as "surface sown" in Appendix-B. Lightly drag the seeding area utilizing a rake or similar equipment, working the native seed into the soil achieving a final planting depth between 0.0625" (1/16") – 0.25" (1/4").
 - c. Broadcast remaining seed directly atop prepared seedbed. Do not drag or rake.
 - d. Where site conditions allow it, roll or cultipack broadcast seeded areas immediately after installation to ensure good seed-to-soil contact.
- b. Products (See Appendix):
 - i. Transitional Buffer Seed Mix
 - ii. Mesic-Dry Prairie Seed Mix
 - iii. Wetland Seed Mix
 - iv. Wet-Mesic Shade Seed Mix
 - v. Mesic-Dry Shade Mix
 - vi. Seed Quality Requirements:

1. All seeds shall comply with the Federal Seed Act and shall be of straight species, no horticultural varieties shall be acceptable.
2. Contractor shall provide a fresh clean crop of the specified seed species. All native seed supplied shall be from seed lots tested by a qualified seed testing laboratory, certificates for each lot of each species tested must be supplied to the Village directly from the testing laboratory.
 - a. "Bearded" forb species seed (Aster, Solidago, Liatris, etc.) shall be provided as defluffed/debearded seed. Legume species (Dalea, Lespedeza, Desmodium, etc.) shall be provided as de-hulled seed.
 - b. All native seed shall be provided on a pure live seed (PLS) basis. Seed supplied to the site shall contain documentation of PLS testing and, if required, adjustment of the seed weights to provide 100% PLS standards. If rounding is required during PLS adjustment calculations, the adjustment shall always be rounded up. PLS adjustment must be based on seed test results dated no more than 12 months prior to the anticipated seed installation date. Minimum PLS percentage for any species shall be 70%.
 - c. Seed containing noxious weeds will not be accepted. Seed containing weed seed in excess of 0.25% will not be accepted.
 - d. All seed shall be shipped in single species containers directly from the supplier and shall be mixed at the time of planting by the Contractor. At no time shall seed species be mixed by the supplier unless approved in writing by the Village.
 - e. All seed shall be furnished in transparent sealed containers unless otherwise approved in writing by the Village.
 - f. Seed packaging shall be legibly tagged as to supplier name & address, project name, seed mix name, species scientific name, species common name, lot number, specified quantity (adjusted for planting area), and PLS adjusted quantity (adjusted for planting area).
 - g. Seed that has become wet (unless as a result of stratification), moldy, or otherwise damaged in transit or storage will not be acceptable.
 - h. All Native Seed mixes will be accompanied by a cover crop consisting of Avena sativa (Seed Oats) at a rate of twenty (20) pounds per acre with Spring planting or ReGreen™ (Wheat x Wheatgrass hybrid) cover crop at a rate of twenty (20) pounds per acre for Fall plantings.
 - i. All Native Seed mixes will be accompanied by a granular form of endomycorrhizal inoculum at a minimum rate of forty (40) pounds per acre and rhizobia inoculum for the appropriate plant species at rates recommended by the native plant nursery. Contractor shall provide proof that the

Mycorrhizal inoculum utilized contains a majority of live spores.

c. Performance:

i. General:

1. Final determinations of species dominance, richness, coverage and/or distribution are subject to verification by the Village.
2. Final determinations of plant vigor are subject to verification by the Village.
3. Zero (0) aggressive native species, non-native species, nor invasive species shall be allowed to become established on the site and/or be allowed to colonize.
4. With the exception of planted cover crops, none of the top five (5) dominant species within any planting area shall be aggressive native, non-native or invasive species (See Appendix). Dominance shall be determined by ocular assessment using meander methodology.
5. Seed installations that receive Substantial Completion prior to July 15th will be considered undergoing one full growing season in October of the same year. Installations receiving Substantial Completions after July 15th will not be considered having undergone one full growing season until June 15th the following year.

ii. Within three (3) months of seed installation or by June 1st of the following year if seed installation is completed in the fall:

1. Total vegetative aerial cover in all areas seeded with cover crop shall be greater to or equal than seventy-five percent (75%) as measured using meander methodology.

iii. By the end of the first (1st) growing season, in addition to fulfilling the above:

1. Total vegetative aerial cover in all Native Seed areas shall be greater to or equal to ninety percent (90%) as measured using meander methodology.
2. Twenty-five percent (25%) of the Native Seed species installed within each plant community shall be alive and apparent.

iv. By the end of the second (2nd) growing season, in addition to fulfilling the above:

1. Fifty percent (50%) of the Native Seed species installed within each plant community shall be alive and apparent. This standard does not apply to emergent or streamside communities.
2. Native vegetative aerial cover within Native Seed planting areas shall be at least forty percent (40%) as measured using meander methodology.

v. By the end of the third (3rd) growing season, in addition to fulfilling the above:

1. General:

- a. Based on the results of the meander survey, the Native Mean C-Value and the Native FQI shall increase each successive year after planting.
 - b. There shall be no area[s] greater than 0.25 m² that is devoid of vegetation.
 - c. There shall be no rills, gullies or other evidence of significant or on-going erosion or areas of high erosion potential present throughout the project area.
2. Native vegetative aerial cover within Native Seed planting areas shall be at least eighty-five percent (85%) as measured using meander methodology.
3. To ensure species richness at the local level, any given square meter (1.0 m²) within Native Seed planting areas shall contain a minimum of three (3) different acceptable species and shall include at least one (1) species seeded as specified.
4. The following floristic quality standards shall be achieved for each Native Seed plant community:
 - a. Dry-Mesic Prairie
 - i. Total FQI – 21.3
 - ii. Total Mean C Value – 2.8
 - iii. Native FQI – 28.4
 - iv. Native Mean C Value – 4.6
 - b. Wet-Mesic Prairie
 - i. Total FQI – 16.9
 - ii. Total Mean C Value – 2.1
 - iii. Native FQI – 22.5
 - iv. Native Mean C Value – 3.5
 - c. Wetland
 - i. Total FQI – 16.5
 - ii. Total Mean C Value – 2.1
 - iii. Native FQI – 22.0
 - iv. Native Mean C Value – 3.5
 - d. Mesic-Dry Shade
 - i. Total FQI – 22.5
 - ii. Total Mean C Value – 2.4
 - iii. Native FQI – 29.9
 - iv. Native Mean C Value – 4.0
 - e. Wet-Mesic Shade
 - i. Total FQI – 18.6
 - ii. Total Mean C Value – 2.2
 - iii. Native FQI – 24.8
 - iv. Native Mean C Value – 3.6

9. Plugs, Installed:

- a. Description: Per plant unit cost for the installation of native plugs. Pricing must include inspection of plant material prior to installation, layout of planting area

using pin flags, installation of plants, initial watering after planting, regular watering during establishment (6-8 weeks following installation), establishment plug counts as part of performance monitoring, and replacement planting until the performance criteria are met.

- i. Optimal Installation Timeframe
 1. April 1st – June 15th
 - ii. Alternative Installation Timeframe
 1. June 15th –September 30th: Planting of herbaceous plants during this period can only be conducted if consistent irrigation is provided.
 2. October 1st – March 31st: Planting of herbaceous plants during this period can only be conducted if the shrink-swell potential of the soil is low.
 - iii. Alternate herbaceous plant installation times must be approved in writing at the discretion of the Village prior to planting. The approval of an alternate herbaceous plant installation time shall not relieve the Contractor from their performance obligations as outlined in the performance section of this document. All performance criteria shall be enforced.
- b. Products:
- i. Common Species: Consists of native species fairly common within the industry and generally priced similarly. See Appendix for a list of Common Species.
 - ii. Specialty Aquatic Species: Consists of native aquatic species that are more difficult for nurseries to grow, require larger growing containers, and/or are more difficult for Contractors to install typically making them more costly than Common Species plugs. See Appendix for a list of Specialty Aquatic Species.
 - iii. Specialty Woodland Species: Consists of native woodland species that are more difficult for nurseries to grow and/or require larger growing containers typically making them more costly than Common Species plugs. See Appendix for a list of Specialty Woodland Species.
- iv. Plant Quality Requirements:
1. All plant materials, methods, etc. are to conform to the Standards of the American Association for Nursery Stock (ANSI Z60.1-2004). In the event there is a discrepancy between these standards and this Document, the most restrictive requirement shall govern. Following are acceptable standards for plugs in the sizes as specified:
 - a. **2" Potted Material** – provided in plug trays that are configured to grow plugs at least 2" in diameter/square by 4-1/2" deep (minimum 11.5 in³ dry soil volume), unless otherwise approved in writing by the Village.

- b. **1 Quart Material** – provided in thermo or vacuum formed pots that are at least 4-3/8" diameter/square by 4-3/4" deep (minimum 57.8 in³ dry soil volume), unless otherwise approved in writing by the Village.
 2. All plants shall be of straight species, no horticultural varieties shall be acceptable unless otherwise specified.
 3. Herbaceous perennial plant containers shall be legibly tagged as to name and size of container and shall be true to species.
 4. All plants shall be alive, healthy, hydrated, and in a vigorous growing condition at the time of delivery.
 5. All plants will be inoculated with a broad-spectrum mycorrhizal fungi mix unless otherwise approved by the Village. All leguminous species must be inoculated with the proper strain of rhizobia inoculum.
 6. For aquatic, ephemeral or other specific types of native species, Bare Root stock may be utilized upon written approval by the Village.
 7. Contractor shall provide written documentation to the Village as to the source of supply, quantities, and species by scientific & common name of the herbaceous perennial plants ordered prior to installation (e.g. supplier's invoice).
- c. Performance:
- i. General:
 1. Final determinations of species dominance, richness, coverage and/or distribution are subject to verification by the Village.
 2. Final determinations of plant vigor are subject to verification by the Village.
 3. Plant installations that receive Substantial Completion prior to July 15th will be considered undergoing one full growing season in October of the same year. Installations receiving Substantial Completions after July 15th will not be considered having undergone one full growing season until July 15th the following year.
 - ii. By the end of the first (1st) growing season:
 1. Native Herbaceous Planting Areas:
 - a. Contractor shall provide establishment plug counts thirty (30) calendar days prior to the end of the first full growing season for each plug planting area. Plug count methodology shall be submitted to the Village for approval prior to any plugs being installed. Plug counts shall be submitted to the Village for review and will be field verified by the Village prior to final acceptance.
 - b. No less than ninety percent (90%) of any native herbaceous plant material installed shall be alive and in vigorous condition, this standard shall apply to each planting area where native herbaceous plants are installed. If less than ninety percent (90%) of any native herbaceous plant material installed survive the first full growing season, the plants

shall be replaced so that the ninety percent (90%) criteria is achieved within each applicable planting area.

10. Herbivory Protection, Installed:

- a. Description: Per linear foot unit cost for herbivory protection fencing when needed to protect installed plugs in or adjacent to bodies of water. Pricing must include the installation of a double row of fencing (i.e. 10 LF of line item is actually 20 LF of fencing), regular maintenance of fencing during plant establishment and removal of fencing after plants are established or as otherwise directed by the Village.

- b. Products:

- i. Herbivory protection fencing shall consist of:

- 1. Rail steel T-Posts 5.5' high w/fin
 - 2. Black UV stabilized poultry netting
 - 3. Nylon zip-ties, 7" – 8"
 - 4. Nylon rope

- c. Performance:

- i. Herbivory protection fencing shall be erected around all herbaceous plants that have been installed in areas where there is a potential for waterfowl (especially geese) depredation, such as retention basins or other planting areas adjacent to open water. Install herbaceous plants and fencing in 100' – 200' lengths, leaving 4-6' wide openings between fencing ends to allow access to the water for people and wildlife during the establishment period.

- 1. Install steel T-posts @ twelve (12) feet on-center (maximum). Drive posts into the ground so that the fencing will extend at least two (2) feet in height above the tops of installed herbaceous plants.
 - 2. Attach black UV stabilized poultry netting securely to the steel T-posts with plastic zip-ties.
 - 3. Attach nylon rope to the top of steel T-posts in a zigzag pattern to prevent aerial landings by waterfowl.
 - 4. Contractor shall disassemble and remove all fencing from the project site after two (2) complete growing seasons. The Village may request removal of the fencing prior to the two (2) year term ending.
 - 5. Contractor shall maintain the fencing in a functional and aesthetic condition. The Contractor shall make all required, reasonable repairs and/or replacements in a timely manner.

11. Erosion Blanket, Installed:

- a. Description: Per square yard unit cost for the installation of erosion blanket to protect newly seeded areas. Pricing must include installation of blanket as per the manufacturer's recommendation and maintenance of the blanket for twelve (12) months.

b. Products:**i. Single Net Straw with natural fiber netting, such as:**

1. S-75BN
North American Green
Evansville, IN 47725
PH: 800-772-2040
www.nagreen.com
-or approved substitution

ii. Double Net Straw with natural fiber netting, such as:

1. S-150BN
North American Green
Evansville, IN 47725
PH: 800-772-2040
www.nagreen.com
-or approved substitution

iii. Double Net Straw/Coconut with natural fiber netting, such as:

1. SC-150BN
North American Green
Evansville, IN 47725
PH: 800-772-2040
www.nagreen.com
-or approved substitution

- c. Performance:** Install blanket as per manufacturer's recommendation and maintain in functional condition for twelve (12) months.

MANAGEMENT

Contractors shall perform maintenance, management, monitoring, and progress reporting throughout the duration of the contract. Monitoring shall be ongoing and progress reporting shall be done on a monthly basis. Invasive and non-native species shall be controlled by appropriate management practices. Management activities should be planned in response to issues identified in periodic monitoring efforts performed by the Contractor. Specific maintenance and management needs will be determined in the field, and in consultation with VOTP and their assigned representatives. Anticipated management activities include:

12. Watering of plantings beyond establishment period in drought conditions:

- a. Description:** Per hour unit cost for watering plantings during drought conditions or as otherwise directed by the Village. Pricing must include transporting water to the site (when required) and applying water to designated plantings.
- b. Products:**
 - i. 15 Gallons of clean water per 100 square feet of planting area** (similar to approximately 0.25" of rainfall). Water shall be free of substances harmful to the growth of vegetation.

c. Performance:

- i. Watering operations shall be conducted overnight beginning after 7:00 p.m. or in the morning hours ending no later than 10:00 a.m.

13. Mowing:

- a. Description: Per hour unit cost for mowing vegetation within planting areas to eliminate standing biomass and/or for weed control. Pricing must include regular site inspections by the Contractor to determine mowing needs, mowing, cutting/bagging of flower/seed heads of non-native species due to the Contractor not mowing in a timely manner, and removing any areas of thatch greater than one-half inch (1/2") thick unless otherwise approved by the Village. Mowing heights must be discussed with the Village prior to each occurrence at each site.

- i. Selective Mowing: Represents the use of hand held brush cutters, push mowers or hand pulling to selectively mow targeted species within an established planting.
- ii. Non-Selective Mowing: Represents the use of tractor mounted mowers to cut large areas of vegetation with selectivity.

b. Products: N/A

- c. Performance: Mowing must be conducted to achieve set mowing heights as approved by the Village for each occurrence. Mowing heights may vary from site to site and over time at a single site depending upon site conditions. Mowing must not result in thatch thicker than one-half inch (1/2") and must not result in knock-down instead of severed vegetation.

- i. It is the Contractor's responsibility to monitor the site in order to determine when mowing is required. However, if the Village determines at any time that a project site requires mowing they will notify the Contractor in writing. No later than three (3) business days following notification, the Contractor shall conduct the requested mowing. If Contractor fails to mow the area in the allotted time, the Village may conduct the mowing as necessary and apply any associated fees as a deduct to the contract.

14. Herbicide Products, Applied:

- a. Description: Per gallon unit cost for the application of mixed herbicides to existing target vegetation. Target species must be discussed with the Village prior to herbicide application occurring. Pricing must include

b. Products:

- i. Razor Pro or Equivalent (Glyphosate 41.0%)'
- ii. Aquaneat or Equivalent (Glyphosate 53.8%, Aquatic Labeled)'
- iii. Weeder 64 or Equivalent (2, 4-DAmine 46.8%)'

- iv. Agri Star or Equivalent (Clethodim 26.4%)¹
- v. Tahoe 3A or Equivalent (Triclopyr Amine 44.4%)²
- vi. With adequate documentation of efficacy and appropriateness, alternate herbicides may be utilized only with written approval by the Village.
- vii. Herbicides to be mixed by the Contractor in desired concentrations for the vegetation to be treated.
- viii. All herbicides to be mixed with a marker dye, such as Signal, Spimax or approved equal.

- c. Performance: Ninety-five percent (95%) reduction in stems of target vegetation.

¹Basic Herbicide Product Classification

²Premium Herbicide Product Classification

³Specialty Herbicide Product Classification

15. Professional Muskrat Trapping:

- a. Description: Per trap unit cost for professional wildlife management services to trap muskrats at sites with ponds. Pricing must include trap setup, regular trap inspections, removal of up to five (5) animals per trap and trap removal. Wildlife professional must be licensed by IL DNR.
- b. Products: N/A
- c. Performance: Notify the Village when traps have been set and when traps have been removed. Submit a report to the Village once traps have been removed indicating how many muskrats were removed from each site.

16. Professional Monitoring & Reporting:

- a. Description: Per year unit cost for professional monitoring and reporting services to document and track the restoration progress of each site. Pricing must include:
 - i. Monthly Progress Reporting
 - 1. At the end of each month the Contractor shall submit to the Village a progress report documenting all installation and/or management activities that were conducted, when activities were completed, what products were used and in what quantity, general observations of the vegetation performance including problem areas, and the Contractor's scheduled activities for the following month.
 - ii. Annual Vegetation Monitoring
 - 1. Establish a minimum of one (1) permanent photo point for each plant community within each planting area. Permanent photo points shall be located by GPS, all data points shall be provided to the Village.

2. One (1) meander survey in June and one (1) meander survey in September/October. Surveyors shall track their meander paths using sub-meter GPS equipment. Recorded meander path data shall be mapped and overlaid upon the project area site map and submitted with the annual report.
3. One (1) written report submitted to the Village by February 15th following each monitoring season, at a minimum annual monitoring reports shall include the following information:
 - a. Introduction
 - i. Site history leading up to the current project.
 - ii. Site description, including a street address (if applicable), County, Section, Township, and Range.
 - iii. A site location map.
 - iv. Permit numbers & Department/County of issue (if applicable).
 - b. Methods
 - i. Summarize the methods used for monitoring, include the survey dates.
 - c. Results
 - i. Floristic Quality Assessment Data for the Baseline Survey.
 - ii. Floristic Quality Assessment Data for the Meander Survey:
 1. Native Mean Coefficient of Conservatism Value (C).
 2. Native Floristic Quality Index (FQI).
 3. Native Wetness Coefficient (W).
 4. A comparison table that lists previous years' data with current year's data.
 - iii. Live Plant Material:
 1. Report on the condition of any native herbaceous live plant material installation areas. Document survivability.
 2. Report on the condition of any native woody
 - d. Discussion
 - i. Discuss in detail the work performed as part of on-going stewardship during the previous calendar year.
 - ii. Compare the current year's data with data from the previous year(s).
 - iii. Compare current year's results against the performance criteria.
 - iv. Describe any deficiencies in the current year's stewardship activities that are hindering the sites ability to meet the performance criteria and propose detailed corrective actions.

- v. Discuss in detail the stewardship activities that will occur in the upcoming year.
 - e. Appendices
 - i. Species lists for installation and/or enhancement seeding/planting.
 - ii. Site Photographs.
 - iii. Floristic Quality Assessment data tables.
 - iv. Original planting plan and species lists
 - v. Site plan that graphically delineates deficiencies and locates any recommended remediation items.
 - vi. Site plan that shows GPS path of each meander survey conducted.
- b. Products:
 - i. Project Ecologist: The Contractor shall designate an employee to be the Project Ecologist (PE). This person shall be responsible for timely completion of all vegetative monitoring and preparation/submittal of annual monitoring reports to the Village. At a minimum the PE must have a bachelor's degree in natural resources, ecology, biology, or a related field, five (5) years of documented experience with Midwestern ecosystems/habitat types and three (3) years of field experience in vegetation monitoring. PE must also demonstrate the following:
 - The skills to competently identify invasive and native species, including grasses, forbs, shrubs and trees during the dormant and growing seasons.
 - Working knowledge of vegetation sampling protocol, including both meander and transect sampling methodologies.
- c. Performance: Submit monthly progress reports and annual vegetation monitoring reports for each site as specified.

17. Prescribed Fire:

- a. Description: Per hour on-site unit cost to provide a fully trained and equipped prescribed fire crew to safely execute prescribed fire operations as required at each site. Pricing must include the preparation of a burn plan, acquisition of all required permits and/or other permissions, required notifications, required signage and/or traffic control.
- b. Products:
 - i. PERSONNEL/TRAINING
 - 1. It is required that the National Wildfire Coordinating Group (NWCG) standards be followed for all prescribed fire.
 - 2. Burn Boss: The burn boss shall have met the requirements of Illinois Law and Regulations (17 Illinois Admin. Code 1565.70) and

shall be recognized as a Certified Prescribed Burn Manager in compliance with the Illinois Prescribed Burning Act (525 ILCS 37); the certificate number and date of issue shall be provided on submitted resume. The burn boss must also demonstrate the following:

- Employed full-time directly by the submitting firm. Subcontractors, interns and seasonal employees are not acceptable.
 - Working knowledge and understanding of basic ecology and restoration principles.
 - A minimum of five (5) years conducting prescribed fire in the Midwest, in the fuel types present, and in projects of similar scope and size.
 - Documented experience writing burn plans and shall have led the execution of a minimum ten (10) prescribed fires.
 - Successful completion of the following National Wildfire Coordinating Group (NWCG) Wildland Fire Training Courses:
 - Intermediate Wildland fire Behavior (s290)
 - Basic Incident Command Systems (i100)
 - Fire Fighter Training (s130)
 - Wildland Fire Behavior (s190)
 - Successful completion of OSHA 30 hour safety training
 - Be current in CPR/First Aid
3. Burn Crew: All burn crew members must also demonstrate the following:
- Employed full-time directly by the submitting firm. Subcontractors, interns and seasonal employees are not acceptable.
 - Working knowledge and understanding of basic ecology and restoration principles.
 - A minimum of one (1) year documented experience conducting prescribed fire.
 - Documented experience working the line of a minimum three (3) prescribed fires.
 - Successful completion of the following National Wildfire Coordinating Group (NWCG) Wildland Fire Training Courses:
 - Fire Fighter Training (s130)
 - Wildland Fire Behavior (s190)
 - or a Prescribed Fire Training Program approved by the IL Prescribed Fire Council
 - Successful completion of OSHA 10 hour safety training
 - At least one (1) crew member, other than the Burn Boss, shall be current in CPR/First Aid

ii. EQUIPMENT

1. The Contractor shall have in their possession at the time of responding the following equipment:
 - a. Two Type 6 Engines

- b. Two Type 7, 6 Wheel Drive ATV Engines
- c. One 500 Gallon Water Tender
- d. One Fire Pump capable of delivering sufficient water pressure at 1000 feet to suppress an escaped fire
- e. 1000 feet of collapsible 1" fire hose with nozzles
- f. Two-way radios for all personnel involved in the fire, whether on the line or not
- g. All necessary personal protective equipment for all personnel to meet NWCG guidelines

iii. INSURANCE

- 1. "A" insurance rating with coverage for at least \$5,000,000.00 (five million) dollars of general liability insurance and excess general liability for "Prescribed Fire Operations" with a minimum \$2,000,000.00 (two million) per occurrence limit.
- 2. The Contractor shall provide the Owner/Owner's Representative with a certificate of insurance and name them as additional insured.
- 3. The Contractor shall list prescribed fire on the certificate as the activity covered.

iv. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 1. In addition to PPE meeting NWCG guidelines, it is required that all fire personnel wear/carry the following:
 - a. Compass
 - b. Pre-tested, fully charged two-way radio with radio harness
 - c. Burn unit map
 - d. All underclothing of natural fiber – The danger of wearing polyester or other synthetic materials should be emphasized with anyone attending a burn.
- 2. For prescribed fires where the Safety Zone cannot be reached in 15 seconds, all personnel shall carry a fire shelter (for protection from flames and superheated gasses in the event of entrapment) and fussees (as a means to light a separate fire in order to burn out a safety zone ahead of the threatening fire front). A fussee shall not be considered an alternative to a fire shelter.
- 3. In addition to the equipment listed above, a fully stocked first aid kit shall be readily available to all burn crew members.
- 4. In addition to the equipment listed above, Burn Bosses shall carry a fully charged, fully operational cellular phone.
- 5. In addition to the equipment listed above, Crew Bosses (or their qualified designee on the crew) shall carry a fully functional weather kit.

v. ROADSIDE VISIBILITY MATERIALS

- 1. Roadside visibility materials are essential if the fire is near a roadway. Contractor shall provide and install temporary warning signage along all roadways bordering the burn unit. Warning signage shall be visible by road traffic and shall display the Contractor's contact information. All signage on public roadways

shall conform to all applicable local and Illinois DOT signage specifications.

2. All fire personnel participating in a prescribed fire within close proximity of a roadway shall wear appropriate reflective work vests.
- c. Performance: Safely execute prescribed fire resulting in a minimum of 90% fuel consumption across 70% of the site measured by aerial coverage unless otherwise agreed upon in writing by the Village prior to ignition. Mop up shall result in 100% fire and smoke being extinguished prior to crews leaving the site. Contractor shall be available to return to the site within 2 hours following mop up operations to extinguish burning materials. The person selected to return to the site must have access to all crew members and equipment in the event that they must be re-deployed to the project site.

AQUATIC SERVICES

Contractors shall be responsible for the maintenance of ponds within the list of sites

18. Aquatic Weed and Algae Management Services

- a. Contractor shall provide weed management services through manual removal, biological methods, or chemical applications. The use of chemicals that may negatively impact fish or existing native aquatic or shoreline vegetation is not permitted unless otherwise approved by the Village.
- b. Any treatments for and management of hydrilla, cattails, duckweed, chara and watermeal can be addressed on an as needed basis through separate proposal as approved by the Village and are not included as part of the regular aquatic weed and algae management services

LIST OF SPECIES TO BE CONTROLLED

See Appendix.

IV.SUBMITTAL REQUIREMENTS

1. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

The prospective responder shall, before submitting a response, carefully examine the provisions of the contract. The responder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

2. NATURALIZED LANDSCAPE SPECIALIST PREQUALIFICATION:

All work shall be performed by a native landscape contractor with at least seven (7) years of documented experience in site preparation, planting of native species and native landscape management, and shall be able to demonstrate their knowledge in the field. Qualifications are to be provided to the Village of Tinley Park through submittal of references, photographs, resumes, and/or other means that demonstrate the ability to install and/or manage naturalized landscapes.

3. PROJECT SITE NARRATIVES:

As a requirement of this response, each Contractor is expected to visit each of the above sites to make an analysis of the work required to restore or maintain the site. Each responder is required to prepare a written narrative for review by the Village as part of their response submittal that details the responder's approach to each site. To ensure that each responder prepares a similar narrative the following general format shall be followed:

1. General Information:

- a. Site Name
- b. Date of Site Visit
- c. General Observations of the Site: Generally describe the current condition of the site (i.e. is it relatively well-established with native vegetation? Are there significant weed problems? Is there evidence of muskrat damage? Are there other issues that are readily apparent that will influence your pricing?)

2. Restoration Needs:

- a. Are restoration activities such as grading, seeding, planting, etc. necessary?
- b. If so, what specifically do you recommend?
- c. What is the proposed timing of restoration activities?

3. Maintenance Needs:

- a. What are the top three maintenance needs and how do you propose to address them specifically?
- b. What are other secondary issues that need to be addressed through maintenance and in general how will you deal with them?
- c. How many maintenance visits do you anticipate making and what size of crew do you anticipate using during these visits?

4. PRICING TAB:

Proposed pricing must be added to the attached detailed pricing tab sheet. The cost must be broken down for each area and category of work as detailed in the form. Unit pricing is required as a gauge for adding or subtracting scope items and/or sites from the approved work based on available budgets. However, the Village understands that there may be efficiencies to the Contractor based on pricing each site as a lump sum project amount. As such, the Village will require responders to price each project in total utilizing their unit pricing, while giving each responder the opportunity to offer cost savings to the Village on a project-by-project basis if a project site is awarded to the Contractor in full.

There will be one Contractor selected to implement the work required by this RFP. The number of sites awarded will be based on pricing received and the Village's budget, the selected Contractor is not guaranteed award of all sites and additional sites may be added to the contract based on the Contractor's submitted unit pricing.

5. LICENSES:

Responders shall also submit the names, experience and licenses for:

1. Commercial Pesticide Applicator(s) that shall be used for spraying, weeds and pest control.
2. Certified Prescribed Burn Manager and all fire line personnel.

6. QUANTITY CHANGES:

VOTP reserves the right to adjust item quantities at the unit prices provided.

V.REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP.
5. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
6. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

VI. CONTRACT TERMINATION:

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

ADDENDUM NO. 1

Naturalized Stormwater Areas Maintenance
2018-RFP-008
Tinley Park, Illinois 60477
July 30, 2018

This addendum forms part of the RFP Documents for the above named project and contains the following:

1) Changes

- a. The Submission Date has been changed from Friday, August 10, 2018 at 12:00 pm to **Wednesday, August 8, 2018 at 12:00 pm.**
- b. The pricing forms were updated to include aquatic items.

2) Additions

- a. The appendix with the list of species to be controlled has been provided.

3) Questions and Answers:

Question 1: Is the contract expected to begin April 15th, 2019?

Response 1: 2019 will be the first full growing season of the contract, but the Village would like to take advantage of the opportunity to begin work in 2018 once the contract is in place in order to get a jump start on stewardship work that makes the most sense to complete that late in the season.

Question 2: How many years is the contract being awarded for/is there a renewal process?

Response 2: The initial contract period shall be for one year, and it is renewable.

Question 3: Are any contractors or village staff currently performing aquatic or terrestrial management on any of the priority sites or have any contractors or village staff performed work in 2018?

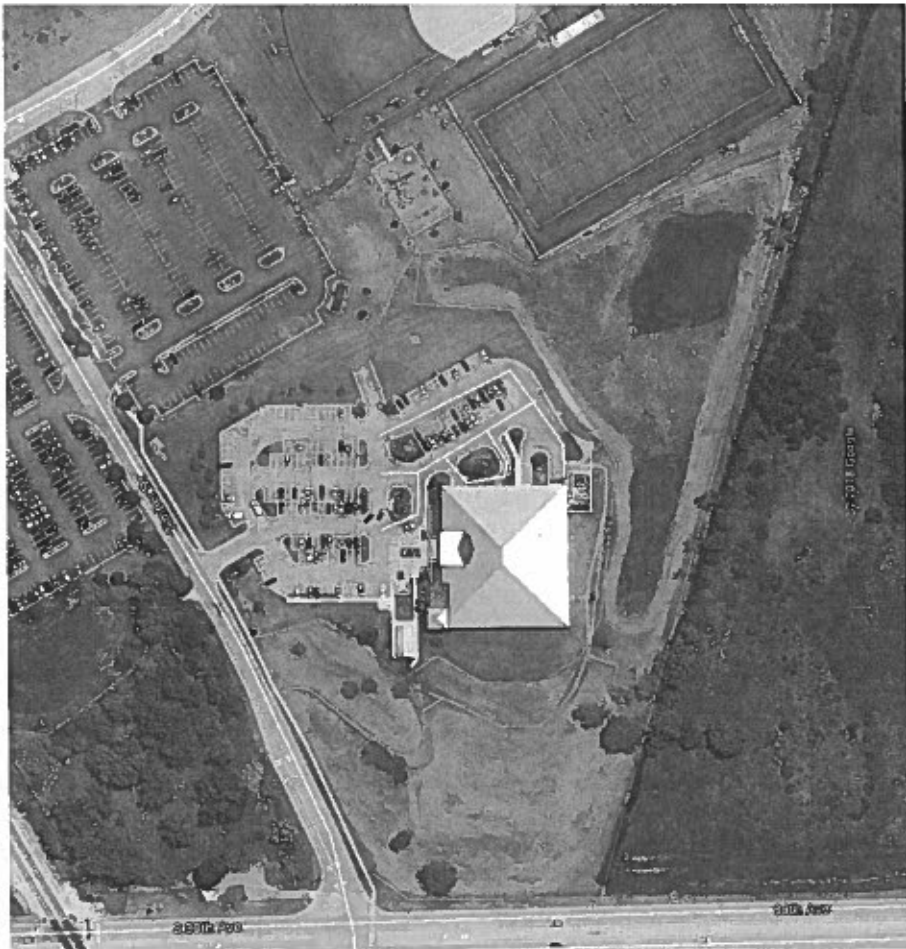
Response 3: There is not currently a contract of this type in place and Village staff do not currently perform this type of work. In spring 2018 Settler's Pond West had a prescribed burn and some teasel treatment, and Settler's Pond East had a prescribed burn and supplemental seeding. The library site had stewardship visits in April, May and mid-July.

4) Clarifications

- a. One sentence fragment has been clarified under the Aquatic Services section of the scope. Contractors shall be responsible for the maintenance of ponds within the list of sites.

END OF ADDENDUM NO. 1

482 South Michigan Avenue
Suite 1000 Chicago, Illinois 60605
Tel: 312.227.7940 Fax: 312.677.7793
www.slc-design.com



Tinley Park Public Library Prairie and Detention Basin



Cork Road Pond

site

STORMWATER MANAGEMENT AREAS, TINLEY PARK, ILLINOIS
Location Maps, Project Number: 7698
July 11, 2018

4446 South Michigan Avenue
Chicago, IL 60632
Tel: 773.427.7241 Fax: 773.427.7251
www.cityofchicago.org



STORMWATER MANAGEMENT AREAS, TINLEY PARK, ILLINOIS
Location Maps, Project Number 785B
July 11, 2018



Town Point Basin



Tinley Terrace

3000 South Michigan Avenue
Chicago, Illinois 60605
Tel: 773-232-7920 Fax: 773-232-7921
www.sbsi.com

site

STORMWATER MANAGEMENT AREAS, TINLEY PARK, ILLINOIS
Location Maps, Project Number 7698
July 11, 2018



Settlers Pond East & West

[illegible]

STORMWATER MANAGEMENT AREAS, TINLEY PARK, ILLINOIS

Location Maps, Project Number 7698
July 13, 2018



Pond G

BID FORM - RESTORATION AND MANAGEMENT LINE ITEMS

6/28/2018

AQUATIC				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
Aquatic weed and algae management services through manual removal, biological methods, or chemical applications.	SF	1,000	\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

SITE PREPARATION				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
Brush Clearing and Tree Thinning - Includes cutting, herbicide application, and removal/disposal of cut material	HOURL	1	\$	\$
Boom-Spray Herbicide Application - Includes initial herbicide application and any follow-up applications required to meet performance	SY	1,000	\$	\$
Shoreline Grading - Includes re-grading of eroded shorelines with up to 24" of vertical cut and distributing excavated soil on-site	LF	250	\$	\$
Soil Tilling - Includes elimination of standing dead biomass when required and collection/disposal of sticks, stones, clods or other debris	SY	1,000	\$	\$
Soil Scarification - Includes elimination of standing dead biomass when required and collection/disposal of sticks, stones, clods or other debris	SY	1,000	\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

SOIL AMENDMENTS				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
Soil Testing - Includes sample collection, laboratory testing and reporting of test results	EACH	1	\$	\$
Fertilizer: Gypsum, applied	LBS	50	\$	\$
Fertilizer: Hi-Cal Lime, applied	LBS	50	\$	\$
Fertilizer: Monoammonium Phosphate (MAP), applied	LBS	50	\$	\$
Fertilizer: Sulphate of Potash (SOP), applied	LBS	50	\$	\$
Fertilizer: UMAXX Stabilized Nitrogen, applied	LBS	50	\$	\$
Fertilizer: Milorganite, applied	LBS	50	\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

Actual quantities will be based upon the results of soil tests. Contractor shall be paid for fertilizers based upon materials used at the provided unit price.

PLANTING OPERATIONS				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
Seed, Installed - Transitional Buffer Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Seed, Installed - Mesic-Dry Prairie Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Seed, Installed - Wet-Mesic Prairie Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Seed, Installed - Wetland Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Seed, Installed - Wet-Mesic Shade Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Seed, Installed - Mesic-Dry Shade Seed Mix, includes planting zone layout	SF	2,500	\$	\$
Plugs, Common Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	\$
Plugs, Specialty Aquatic Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	\$
Plugs, Specialty Woodland Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	\$
Herbivory Protection Fencing, Installed - Includes installation of double row per linear foot, maintenance and removal following plant establishment	LF	100	\$	\$
Erosion Control Blanket - North American Green S75BN, installed	SY	100	\$	\$
Erosion Control Blanket - North American Green S150BN, installed	SY	100	\$	\$
Erosion Control Blanket - North American Green C125BN, installed	SY	100	\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

MANAGEMENT				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
Watering of Plantings beyond establishment period in drought conditions	HOUR	1	\$	\$
Mowing, Selective - Includes the use of handheld mowers and/or hand pulling	HOUR	1	\$	\$
Mowing, Non-Selective - Includes the use of large mowing equipment	HOUR	1	\$	\$
Basic Herbicide Products, mixed and applied	GALLON(S)	1	\$	\$
Premium Herbicide Products, mixed and applied	GALLON(S)	1	\$	\$
Specialty Herbicide Products, mixed and applied	GALLON(S)	1	\$	\$
Professional Muskrat Trapping - Includes trap setup, regular inspections, animal removal, and trap removal (Pricing is per trap set)	EACH	1	\$	\$
Professional Monitoring & Reporting	YEAR(S)	1	\$	\$
Prescribed Fire - Includes permits, burn plan preparation, notifications, burn break preparation, burning and mop-up	HOUR	1	\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

Contractor Proposed Line Items - Contractor to add any additional items, tasks, etc. they feel are required for successful installation or maintenance. Use additional sheets if needed.				
LINE ITEM DESCRIPTION	Unit(s)	Qty	Unit Price	Total Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.

PRIORITY SITE PRICING	
CORK ROAD POND	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Aquatic- Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(- \$)
Adjusted Bid Price	\$

POND G	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(~ \$)
Adjusted Bid Price	\$
SETTLER'S POND EAST	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Aquatic- Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(- \$)
Adjusted Bid Price	\$
SETTLER'S POND WEST	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Aquatic- Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(- \$)
Adjusted Bid Price	\$
TINLEY PARK PUBLIC LIBRARY PRAIRIE & DETENTION BASIN	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Aquatic- Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(- \$)
Adjusted Bid Price	\$

TINLEY TERRACE	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Aquatic- Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(-\$)
Adjusted Bid Price	\$
TOWN POINT BASIN	Bid Price
Site Preparation - Bid Price Based on Unit Pricing	\$
Soil Amendments - Bid Price Based on Unit Pricing	\$
Planting Operations - Bid Price Based on Unit Pricing	\$
Management - Bid Price Based on Unit Pricing	\$
Other Contractor Proposed Items - Bid Price Based on Unit Pricing	\$
SUBTOTAL OF BID PRICE BASED ON UNIT PRICING	\$
Volume Discount Offered for Contractor's Recommended Approach	(-\$)
Adjusted Bid Price	\$

Plugs, Common Species

Grasses, Sedges, & Rushes																
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							TYPE
						Min-Max	Typical		A	M	J	J	A	S	O	
CALCAN	<i>Calamagrostis canadensis</i>	Blue Joint Grass	3	-5	OBL	2-5'	4	N/A								plug
CXBLAN	<i>Carex blanda</i>	Common Wood Sedge	1	0	FAC	1-2'	2	N/A								plug
CXCOMO	<i>Carex comosa</i>	Bristly Sedge	5	-5	OBL	2-3.5'	2	N/A								plug
CXCRIS	<i>Carex cristatella</i>	Crested Oval Sedge	4	-3	FACW	2-4'	3	N/A								plug
CXDAVI	<i>Carex davisii</i>	Awned Graceful Sedge	7	0	FAC	1.5-3'	2	N/A								plug
CXFRAN	<i>Carex frankii</i>	Bristly Cattail Sedge	8	-5	OBL	1-2.5'	2	N/A								plug
CXGRAL	<i>Carex gracillima</i>	Purple-sheathed Graceful Sedge	10	3	FACU	2-3.5'	3	N/A								plug
CXGRAN	<i>Carex granularis</i>	Pale Sedge	4	-3	FACW	1-2'	2	N/A								plug
CXGRAY	<i>Carex grayi</i>	Common Bur Sedge	7	-3	FACW	1-2.5'	2	N/A								plug
CXGRIS	<i>Carex grisea</i>	Common Bur Sedge	2	0	FAC	1-2'	2	N/A								plug
CXLUPN	<i>Carex lupulina</i>	Common Hop Sedge	7	-5	OBL	1.5-3.5	3	N/A								plug
CXMOLE	<i>Carex molesta</i>	Field Oval Sedge	2	0	FAC	1-2.5'	2	N/A								plug
CXMUSK	<i>Carex muskingumensis</i>	Palm Sedge	8	-5	OBL	2-3'	3	N/A								plug
CXNORM	<i>Carex normalis</i>	Spreading Oval Sedge	5	-3	FACW	2-4'	3	N/A								plug
CXROSE	<i>Carex rosea</i>	Curly-styled Wood Sedge	4	5	UPL	3'-8"	0.5	N/A								plug
CXSART	<i>Carex sartwellii</i>	Running Marsh Sedge	6	-3	FACW	1-3'	3	N/A								plug
CXSCOP	<i>Carex scoparia</i>	Lance-fruited Oval Sedge	7	-3	FACW	1-3'	2	N/A								plug
CXSPAR	<i>Carex sparganioides</i>	Bur-reed Sedge	3	0	FAC	2-3.5'	3	N/A								plug
CXSTIP	<i>Carex stipata</i>	Common Fox Sedge	3	-5	OBL	1.5-3'	3	N/A								plug
CXSTRI	<i>Carex stricta</i>	Common Tussock Sedge	5	-5	OBL	2.5-4'	3	N/A								plug
CXSWAN	<i>Carex swanii</i>	Swan's Sedge	8	3	FACU	1-2'	2	N/A								plug
CXTRIB	<i>Carex tribuloides</i>	Awl-fruited Oval Sedge	3	-5	OBL	1.5-3'	3	N/A								plug
CXTRIC	<i>Carex trichocarpa</i>	Hairy-fruited Lake Sedge	7	-5	OBL	2.5-4'	4	N/A								plug
CXVULP	<i>Carex vulpinoidea</i>	Brown Fox Sedge	2	-3	FACW	1.5-3.5'	3	N/A								plug
CINARU	<i>Cinna arundinacea</i>	Stout Wood Reed	5	-3	FACW	3-5'	3	N/A								plug
GLYSTR	<i>Glyceria striata</i>	Fowl Manna Grass	4	-5	OBL	2-3.5'	3	N/A								plug
JUNDUD	<i>Juncus dudleyi</i>	Dudley's Rush	4	-3	FACW	1-2.5'	2	N/A								plug
JUNEFF	<i>Juncus effusus</i>	Common Rush	7	-5	OBL	2-4'	3	N/A								plug
JUNTOR	<i>Juncus torreyi</i>	Torrey's Rush	4	-3	FACW	2-3'	2	N/A								plug
LEEORY	<i>Leersia oryzoides</i>	Rice Cut Grass	4	-5	OBL	2-4'	4	N/A								plug
PANVIR	<i>Panicum virgatum</i>	Switch Grass	5	0	FAC	3-6'	4	N/A								plug
SCHPUN	<i>Schoenoplectus pungens</i>	Chairmaker's Rush	5	-5	OBL	2-5'	5	N/A								plug
SCHTAB	<i>Schoenoplectus tabernaemontani</i>	Great Bulrush	5	-5	OBL	4-7'	6	N/A								plug
SCIATR	<i>Scirpus atrovirens</i>	Dark-green Bulrush	4	-5	OBL	2-6'	5	N/A								plug
SPAPEC	<i>Spartina pectinata</i>	Cord Grass	4	-3	FACW	3-9'	7	N/A								plug

Wildflowers																
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							SIZE
						Min-Max	Typical		A	M	J	J	A	S	O	
ACOCAL	<i>Acorus calamus</i>	Sweet Flag	7	-5	OBL	1-3'	2	ellow/Green								plug
ANEVIR	<i>Anemone virginiana</i>	Tall Thimbleweed	5	3	FACU	1-3'	3	White								plug
ASCINC	<i>Asclepias incarnata</i>	Swamp Milkweed	4	-5	OBL	3-6'	4	Pink								plug
BLEHIR	<i>Blephilia hirsuta</i>	Hairy Wood Mint	8	3	FACU	1-3'	3	White								plug

CEAAME	Ceanothus americanus	New Jersey Tea	6	5	UPL	1-3'	3	White	plug
CORTI	Coreopsis tripteris	Tall Coreopsis	5	0	FAC	3-8'	7	Yellow	plug
DODMEA	Dodecatheon meadia	Midland Shooting Star	6	3	FACU	1-2'	1	Pink	plug
ERYUUC	Eryngium yuccifolium	Rattlesnake Master	9	0	FAC	2-5'	4	White	plug
EUPPER	Eupatorium perfoliatum	Boneset	4	-5	OBL	3-4'	4	White	plug
EUTGRA	Euthamia graminifolia	Grass-leaved Goldenrod	4	-3	FACW	2-4'	3	Yellow	plug
EUTMAC	Eutrochium maculatum	Spotted Joe Pye Weed	4	-5	OBL	3-6'	5	Pink	plug
GENAND	Gentiana andrewsii	Bottle Gentian	8	-3	FACW	1-3'	2	Blue	plug
GERMAC	Geranium maculatum	Wild Geranium	4	3	FACU	1-2.5'	2	Purple	plug
HELHEL	Helopsis helianthoides	Early Sunflower	5	3	FACU	3-5'	5	Yellow	plug
HIBLAE	Hibiscus laevis	Halberd-leaved Rose Mallow	6	-5	OBL	3-6'	5	Pink	plug
IRIVIS	Iris virginica var. shrevei	Southern Blue Flag	5	-5	OBL	1-3'	3	Purple	plug
JUSAME	Justicia americana	American Water-willow	6	-5	OBL	1-3'	2	White	plug
LIAPYC	Liatris pycnostachya	Prairie Blazing Star	8	0	FAC	2-4'	4	Purple	plug
LIASPI	Liatris spicata	Marsh Blazing Star	6	0	FAC	2-5'	5	Purple	plug
LOBCAR	Lobelia cardinalis	Cardinal Flower	7	-5	OBL	2-5'	3	Red	plug
LOBSIP	Lobelia siphilitica	Great Blue Lobelia	6	-5	OBL	1-4'	3	Blue	plug
LYCAME	Lycopus americanus	Water Horehound	5	-5	OBL	1-3'	2	White	plug
LYTALA	Lythrum alatum	Winged Loosestrife	7	-5	OBL	1-3'	3	Purple	plug
MENARV	Mentha arvensis	Wild Mint	5	-3	FACW	1-2'	2	White	plug
MIMIRIN	Mimulus ringens	Monkey Flower	6	-5	OBL	1-3'	2	Purple	plug
NAPDIO	Napaea dioica	Glade Mallow	10	-3	FACW	4-9'	7	White	plug
PENCAL	Penstemon calycosus	Smooth Beardtongue	7	3	FACU	1-3'	3	Pink	plug
PENDIG	Penstemon digitalis	Foxglove Beardtongue	4	0	FAC	2-3'	3	White	plug
PENHIR	Penstemon hirsutus	Hairy Beardtongue	9	5	UPL	1-3'	2	Purple	plug
PENPAL	Penstemon pallidus	Pale Beardtongue	6	5	UPL	1-2.5'	1.5	Cream	plug
PENSED	Penstemon sedoides	Ditch Stonecrop	5	-5	OBL	1-2'	2	Red	plug
PHLDIV	Phlox divaricata	Wild Blue Phlox	5	3	FACU	12"-18"	1	Blue	plug
PHYVIR	Physostegia virginiana	Obedient Plant	6	-3	FACW	3-4'	4	Pink	plug
POLREP	Polemonium reptans	Jacob's Ladder	5	0	FAC	1-2'	1	Blue	plug
PYCVIR	Pycnanthemum virginianum	Virginia Mountain Mint	5	-3	FACW	1-4'	3	White	plug
PYCTEN	Pycnanthemum tenuifolium	Slender Mountain Mint	7	0	FAC	1-3'	2	White	plug
ROSCAR	Rosa carolina	Pasture Rose	5	3	FACU	1-3'	2	Pink	plug
RUDFUS	Rudbeckia fulgida var. sullivantii	Showy Black-eyed Susan	8	-5	OBL	1.5-3'	3	Yellow	plug
RUDLAC	Rudbeckia laciniata	Wild Golden Glow	5	-3	FACW	3-8'	7	Yellow	plug
SAUCER	Saururus cernuus	Lizard's Tail	9	-5	OBL	1.5-3'	3	White	plug
SILPER	Silphium perfoliatum	Cup Plant	5	-3	FACW	6-10'	8	Yellow	plug
SOLCAE	Solidago caesia	Blue-stemmed Goldenrod	7	3	FACU	1-3'	3	Yellow	plug
SOLFLE	Solidago flexicaulis	Zig Zag Goldenrod	7	3	FACU	2-4'	3	Yellow	plug
SOLRID	Solidago riddellii	Riddell's Goldenrod	7	-5	OBL	2-4'	3	Yellow	plug
SYMNNOV	Symphytichum novae-angliae	New England Aster	4	-3	FACW	3-5'	4	Purple	plug
VERHAS	Verbena hastata	Blue Vervain	4	-3	FACW	2-6'	5	Blue	plug
VERALT	Verbesina alternifolia	Wingstem	5	-3	FACW	3-8'	7	Yellow	plug
VERFAS	Vernonia fasciculata	Common Ironweed	5	-3	FACW	3-6'	6	Purple	plug
VERVIR	Veronicastrum virginicum	Culver's Root	7	0	FAC	3-6'	5	White	plug
ZIZAUR	Zizia aurea	Golden Alexanders	7	0	FAC	1-2.5'	2	Yellow	plug

Plugs, Specialty Aquatic Species

Wildflowers																
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							SIZE
						Min-Max	Typical		A	M	J	J	A	S	O	
ALISUB	<i>Alisma subcordatum</i>	Mud Plantain	4	-5	OBL	1-3'	3	White								bare root
BOLFLU	<i>Bolboschoenus fluviatilis</i>	River Bulrush	4	-5	OBL	3-6.5'	6	N/A								bare root
CXEMOR	<i>Carex emoryi</i>	Emory's Sedge	6	-5	OBL	1-3'	2	N/A								bare root
CXLACU	<i>Carex lacustris</i>	Common Lake Sedge	6	-5	OBL	2.5-4'	3	N/A								bare root
NYMODO	<i>Nymphaea odorata</i>	White Water Lily	7	-5	OBL	4"-12"	0.5	White								bare root
PERAMS	<i>Persicaria amphibia</i> var. <i>stipulacea</i>	Water Smartweed	4	-5	OBL	1-3'	2	Pink								bare root
PELVIR	<i>Peltandra virginica</i>	Green Arrow Arum	10	-5	OBL	8"-2'	2	Green								bare root
PERCOC	<i>Persicaria coccinea</i>	Scarlet Smartweed	4	-5	obl	1-3'	2	Pink								bare root
PONCOR	<i>Pontederia cordata</i>	Pickersweed	10	-5	OBL	1-3'	2	Purple								bare root
POTNOD	<i>Potamogeton nodosus</i>	Long-leaf Pondweed	7	-5	OBL	3"-8"	0.5	White								bare root
SAGLAT	<i>Sagittaria latifolia</i>	Common Arrowhead	4	-5	OBL	1-3'	3	White								plug
SAGRIG	<i>Sagittaria rigida</i>	Stiff Arrowhead	10	-5	OBL	1-3'	3	White								plug
SPAEUR	<i>Sparganium eurycarpum</i>	Great Bur Reed	6	-5	OBL	2-6'	4	White								plug

Plugs, Specialty Woodland Species

Wildflowers																
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							SIZE
						Min-Max	Typical		A	M	J	J	A	S	O	
ASACAN	<i>Asarum canadense</i>	Wild Ginger	7	3	FACU	4-12"	0.5	Red								plug
ARIDRA	<i>Arisaema dracontium</i>	Green Dragon	7	-3	FACW	1-2.5'	2	Green								plug
ARITRI	<i>Arisaema triphyllum</i>	Jack-in-the-pulpit	4	-3	FACW	1-2'	2	Green								plug
CARCON	<i>Cardamine concatenata</i>	Cutleaf Toothwort	5	3	FACU	4-10"	0.5	White								plug
CAMSCI	<i>Camassia scilloides</i>	Wild Hyacinth	6	0	FAC	1-2'	2	White								plug
CXJAME	<i>Carex jamesii</i>	James's Sedge	5	5	UPL	6"-12"	1	N/A								plug
CXPENS	<i>Carex pensylvanica</i>	Common Oak Sedge	5	5	UPL	6"-15"	0.7	N/A								plug
CXSPRE	<i>Carex sprengeii</i>	Long-beaked Sedge	9	0	FAC	1.5-2.5'	2	N/A								plug
CLAVIR	<i>Claytonia virginica</i>	Spring Beauty	2	3	FACU	3"-8"	0.5	Pink								plug
DIAAME	<i>Diarrhena americana</i>	American Breakgrass	10	5	UPL	1'-3'	2.5	Green								plug
ERYALB	<i>Erythronium albidum</i>	White Trout Lily	5	3	FACU	3"-8"	0.5	White								plug
HEPACU	<i>Hepatica acutiloba</i>	Sharp-lobed Hepatica	6	5	UPL	4"-10"	0.7	Blue								plug
HYDVIR	<i>Hydrophyllum virginianum</i>	Virginia Waterleaf	5	0	FAC	1-2.5'	2	Purple								plug
MAISTE	<i>Maianthemum stellatum</i>	Starry Solomon's Plume	5	0	FAC	1-2.5'	2	White								plug
ONOSEN	<i>Onoclea sensibilis</i>	Sensitive Fern	8	-3	FACW	1-3'	2	Green								plug
OSMCLA	<i>Osmunda claytoniana</i>	Interrupted Fern	9	0	FAC	2-4'	4	Green								plug
PEDCAN	<i>Pedicularis canadensis</i>	Wood Betony	9	3	FACU	6"-12"	1	Yellow								plug
PODPEL	<i>Podophyllum peltatum</i>	May Apple	4	3	FACU	12"-18"	1	White								plug
POLBIC	<i>Polygonatum biflorum</i> var. <i>commutatum</i>	Smooth Solomon's Seal	3	3	FACU	2-5'	4	Cream								plug
SANCAD	<i>Sanguinaria canadensis</i>	Bloodroot	6	3	FACU	6-12"	0.5	White								plug
TRIGRA	<i>Trillium grandiflorum</i>	Large-flowered Trillium	8	5	UPL	8"-18"	1	White								plug
TRIREC	<i>Trillium recurvatum</i>	Prairie Trillium	5	3	FACU	6"-16"	1	Red								plug
UVUGRA	<i>Uvularia grandiflora</i>	Large-flowered Bellwort	7	5	UPL	6"-20"	1	Yellow								plug

MIX STATISTICS	
Number of Native Species in Mix	33
Native POI	35.5
Native Mean C Value	6.2
Native Mean W Value	3.5
lb/Acre of Native Seed	1.4
Seeds per Square Foot	128.5

Grasses, Sedges, & Rushes																						
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							SEEDS/OZ	OUNCES	LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical		A	M	J	J	S	O	by Weight				by Seed Count			
ANDGER	<i>Andropogon gerardii</i>	Big Bluestem	5	0	FAC	6-8'	7	N/A							10,000	2.00	0.13	9.25%	6.23%	N/A		
FOUCUR	<i>Sporobolus vaginatus</i>	Sideoats Grama	8	3	UPL	1.5-2.5'	2	N/A							6,000	6.00	0.38	27.75%	N/A	N/A		
COXBYCK	<i>Corex bicknellii</i>	Copper-shouldered Owl Sedge	10	3	FACU	1.5-2.5'	2	N/A							17,000	0.50	0.03	2.31%	2.65%	Cm-60		
ELVCAN	<i>Elymus canadensis</i>	Canada Wild Ryegrass	4	3	FACU	3-5'	5	N/A							5,200	1.00	0.06	4.62%	1.62%	N/A		
PANVIR	<i>Panicum virgatum</i>	Switch Grass	5	0	FAC	3-6'	4	N/A							14,000	1.00	0.06	4.67%	4.36%	N/A		
SCHSCO	<i>Schizachyrium scoparium</i>	Little Bluestem	5	3	FACU	2-3'	3	N/A							15,000	2.50	0.16	11.56%	11.67%	N/A		
															Grass/Sedge Subtotal	0.813			60.12%	37.73%		

Wildflowers															TOP SOW			
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT	BLOOM	BLOOM TIME					SEEDS/OZ	OUNCES	LBS	% OF MIX		GERMINATION
						Min-Max	Typical	COLOR	A	M	J	J	A	S	O	by Weight	by Seed Count	
ALLCER	<i>Allium cernuum</i>	Nodding Onion	7	3	FACU	1-2'	1.5	Purple								0.58%	0.30%	CM-60
AMOCAN	<i>Amorpha canescens</i>	Lead Plant	9	5	UPL	1-3.5'	3	Purple								1.58%	1.25%	CM-10, H, J, L
ANECYL	<i>Anemone cylindrica</i>	Thimbleweed	6	5	UPL	1-3'	2	White								1.01%	0.67%	CM-60
ASCTUB	<i>Asclepias tuberosa</i>	Butterfly Weed	7	3	UPL	1-2.5'	2	Orange								2.31%	0.67%	CM-30
ASVVER	<i>Asclepias verticillata</i>	Whorled Milkweed	1	3	FACU	6'-2'	2	White								0.58%	0.43%	CM-30
KUHEUP	<i>Kuhnia eupatorioides</i>	False Boreasnet	6	5	UPL	1-3.5'	3	Cream								0.58%	1.25%	N/A
CHAFAS	<i>Chamaecrista fasciculata</i>	Partridge Pea	5	3	FACU	6'-2'	2	Yellow								0.58%	0.84%	CM-10, H, L
CORPAL	<i>Coreopsis palmata</i>	Prairie Coreopsis	6	5	UPL	1-2.5'	2	Yellow								0.39%	0.39%	CM-60, M
DALCAL	<i>Dalea candida</i>	White Prairie Clover	9	5	UPL	1-2.5'	2	White								1.16%	1.48%	J, L
DALPUR	<i>Dalea purpurea</i>	Purple Prairie Clover	9	5	UPL	1-3'	2	Purple								2.80%	8.95%	CM-50, G
DRYARG	<i>Drymonia arguta</i>	Prairie Cinquefoil	9	3	FACU	1-3'	2	White								0.58%	3.47%	CM-90 or M
ECHEPAL	<i>Echinacea pallida</i>	Pale Purple Coneflower	8	5	UPL	2-3'	3	Purple								1.16%	0.58%	CM-60
ERYRUC	<i>Eryngium yuccifolium</i>	Rattlesnake Master	9	0	FAC	2-5'	4	White								0.58%	0.31%	CM-30
EUPCOR	<i>Euphorbia corollata</i>	Flowering Spurge	10	5	UPL	1-3'	3	White								0.54%	0.98%	CM-30
HELOCC	<i>Helianthus occidentalis</i>	Western Sunflower	5	3	FACU	3-5'	5	Yellow								2.31%	0.62%	CM-10, H, J, L
HELHEL	<i>Helopsis helianthoides</i>	Early Sunflower	4	3	FACU	2-5'	4	Green								1.16%	1.25%	N/A
ESCAP	<i>Lespedeza capitata</i>	Round-headed Bush Clover	4	3	UPL	2-5'	3	Purple								0.58%	2.7%	CM-60
LIASPER	<i>Liatis aspera</i>	Burton Blazing Star	6	5	UPL	2-5'	4	Purple								2.31%	1.09%	CM-60
MONFIS	<i>Monarda fistulosa</i>	Wild Bergamot	4	3	FACU	2-5-4'	4	White								0.58%	5.06%	CM-30, G
PARINT	<i>Parthenium integrifolium</i>	Wild Quinine	8	5	UPL	2-3.5'	3	White								2.31%	2.31%	CM-30
PENDIG	<i>Penstemon digitalis</i>	Foxglove Beardtongue	4	0	FAC	2-3'	3	White								4.67%	14.32%	CM-30
SATPIN	<i>Satibida pinata</i>	Yellow Coneflower	4	5	UPL	2-4'	4	Yellow								2.31%	0.10%	CM-60
RUDHIR	<i>Rudbeckia hirta</i>	Black-eyed Susan	1	3	FACU	2-3'	2	Yellow								2.31%	6.38%	CM-60
SILLAC	<i>Silphium laciniatum</i>	Compass Plant	5	3	UPL	6-12'	8	Yellow								0.58%	2.14%	N/A
SOLRIG	<i>Solidago rigida</i>	Stiff Goldenrod	4	3	FACU	2-5'	4	Yellow								1.16%	0.93%	CM-60 or M, G
STYMLAE	<i>Symphoricaricum laeve</i>	Smooth Blue Aster	9	3	FACU	1-5-3'	3	Blue								0.39%	62.27%	
ZIZAPT	<i>Zizia aptera</i>	Heart-leaf Golden Alexanders	10	3	FACU	1-2.5'	2	Yellow								0.53%	39.88%	
Milk Totals															1.352	100.00%	100.00%	

Mesic - Dry Shade Seed Mix (2,500 SF)

MIX STATISTICS													
Number of Native Species in Mix													49
Native FOI													37.4
Native Mean C Value													5.3
Native Mean W Value													2.3
Lbs/Acre of Native Seed													0.9
Seeds per Square Foot													149.2

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							SEEDS/OZ	OUNCES	LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O				by Weight	by Seed Count		
ANDGER	<i>Andropogon gerardii</i>	Big Bluestem	5	0	FAC	6'-8"	7								10,000	0.25	0.02	1.65%	0.67%		N/A
BROXAL	<i>Bromus tectorum</i>	Prairie Brome	10	0	FAC	1'-3"	2								8,000	0.125	0.01	0.83%	0.27%		N/A
CXBLAN	<i>Carex blanda</i>	Common Wood Sedge	1	0	FAC	1'-2"	2								12,500	0.125	0.01	0.83%	0.42%		CM-60
CXBREV	<i>Carex breviflora</i>	Plains Oval Sedge	4	0	FAC	1'-3"	2								29,000	0.50	0.03	3.31%	3.89%		CM-60
CXCEPH	<i>Carex cephalophora</i>	Short-headed Bracted Sedge	3	3	FACU	1'-2"	1.5								32,000	0.125	0.01	0.83%	1.07%		CM-60
CXCRIS	<i>Carex cristatella</i>	Crested Oval Sedge	4	-3	FACW	2'-4"	3								58,000	0.125	0.01	0.83%	1.94%		CM-60
CXGRAL	<i>Carex gracillima</i>	Purple-shafted Greenleaf Sedge	10	3	FACU	2'-3.5"	3								102,000	0.125	0.01	0.83%	3.42%		CM-60
CXMOLE	<i>Carex molesta</i>	Field Oval Sedge	2	0	FAC	1'-2.5"	2								25,000	0.50	0.03	3.31%	3.35%		CM-60
CXNORM	<i>Carex normalis</i>	Spreading Oval Sedge	5	-3	FACW	2'-4"	3								25,000	0.125	0.01	0.83%	0.84%		CM-60
CXTENE	<i>Carex tenera</i>	Narrow-leaved Oval Sedge	8	-3	FACW	1'-3"	3								20,000	0.25	0.02	1.65%	1.34%		CM-60
ELYCAN	<i>Elymus canadensis</i>	Canada Wild Rye	4	3	FACU	3'-5"	5								5,200	0.50	0.03	3.31%	0.70%		N/A
ELYHYS	<i>Elymus hystrix</i>	Bottlebrush Grass	5	3	FACU	2'-5.5"	3								7,600	0.75	0.05	4.96%	1.53%		N/A
ELYVIR	<i>Elymus virginicus</i>	Virginia Wild Rye	4	-3	FACW	2'-5.4"	4								4,200	0.50	0.03	3.31%	0.56%		N/A
PANVIR	<i>Panicum virgatum</i>	Switch Grass	5	0	FAC	3'-6"	4								14,000	0.50	0.03	3.31%	1.88%		N/A
SCHSCO	<i>Schizachyrium scoparium</i>	Little Bluestem	5	3	FACU	2'-3"	3								15,000	2.00	0.13	13.22%	8.04%		N/A
Grass/Sedge Subtotals																0.406		42.98%	29.92%		

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							SEEDS/OZ	OUNCES	LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O				by Weight	by Seed Count		
AGASCR	<i>Agrostis scabra</i>	Purple Giant Hyssop	5	5	UPL	5'-7"	6								93,000	0.125	0.01	0.83%	3.12%		CM-60
ALLGER	<i>Allium cernuum</i>	Nodding Onion	7	3	FACU	1'-2"	1.5								7,600	0.50	0.03	3.31%	1.02%		CM-60
ANECYL	<i>Anemone cylindrica</i>	Thimbleweed	6	5	UPL	1'-3"	2								26,000	0.125	0.01	0.83%	0.87%		CM-60
AQUCAN	<i>Aquilegia canadensis</i>	Wild Columbine	6	3	FACU	2'-4"	2								38,000	0.125	0.01	0.83%	1.27%		CM-60
ASCUB	<i>Asclepias tuberosa</i>	Butterfly Weed	7	5	UPL	1'-2.5"	2								4,300	0.25	0.02	1.65%	0.29%		CM-30
ASTCAN	<i>Astragalus canadensis</i>	Canada Milk Vetch	10	0	FAC	2'-4"	3								17,000	0.125	0.01	0.83%	0.57%		CM-10, H, I
BAPALB	<i>Baptisia alba</i>	White Wild Indigo	8	3	FACU	3'-6"	4								1,700	0.25	0.02	1.65%	0.11%		CM-10, H, I
CHAFAS	<i>Chamaecrista fasciculata</i>	Partridge Pea	5	3	FACU	6'-2"	2								2,700	1.00	0.06	6.61%	0.72%		CM-10, H, I
CORPAL	<i>Cornopsis palmata</i>	Prairie Coreopsis	6	5	UPL	1'-2.5"	2								10,000	0.125	0.01	0.83%	0.34%		CM-60, M
DESCAL	<i>Desmodium canadense</i>	Showy Tick Trefoil	4	3	FACU	3'-6"	4								5,500	0.25	0.02	1.65%	0.37%		J, I
DEHPUR	<i>Echinacea purpurea</i>	Purple Coneflower	3	5	UPL	2'-5"	4								6,600	0.25	0.02	1.65%	0.44%		N/A
ERYRUC	<i>Eryngium yuccifolium</i>	Rattlesnake Master	9	0	FAC	2'-5"	4								7,500	0.50	0.03	3.31%	1.01%		CM-60
EUPCOR	<i>Euphorbia corollata</i>	White Snakeroot	2	5	UPL	1'-5.4"	4								150,000	0.125	0.01	0.83%	5.03%		CM-60
FLORSP	<i>Flowering Spurge</i>	Flowering Spurge	2	5	UPL	1'-3"	3								8,000	0.25	0.02	1.65%	0.54%		CM-30
HELHEL	<i>Helopsis helianthoides</i>	Early Sunflower	5	3	FACU	3'-5"	5								6,300	0.75	0.05	4.96%	1.27%		CM-30
LESCAP	<i>Lespedeza capitata</i>	Round-headed Bush Clover	4	3	FACU	2'-5"	4								8,000	0.125	0.01	0.83%	0.27%		CM-10, H, I, J
LIAASP	<i>Liatris aspera</i>	Button Blazing Star	6	5	UPL	2'-5"	3								16,000	0.125	0.01	0.83%	0.54%		CM-60
MONPUN	<i>Monarda punctata</i>	Wild Bergamot	4	3	FACU	2'-5.4"	4								70,000	0.125	0.01	0.83%	2.35%		N/A
MONPUN	<i>Monarda punctata</i>	Spotted Bee Balm	5	5	UPL	1'-3"	2								90,000	0.125	0.01	0.83%	3.02%		N/A
PARINT	<i>Parthenium integrifolium</i>	Wild Quinine	8	5	UPL	2'-3.5"	3								7,000	0.25	0.02	1.65%	0.47%		CM-60
PENDIG	<i>Penstemon digitalis</i>	Fonglove Beardtongue	4	0	FAC	2'-3"	3								130,000	0.125	0.01	0.83%	4.36%		CM-30, G
PENPAL	<i>Penstemon pallidus</i>	Pale Beardtongue	6	5	UPL	1'-2.5"	1.5								180,000	0.125	0.01	0.83%	6.03%		CM-30, G
RATPIN	<i>Ratibida pinnata</i>	Yellow Coneflower	4	5	UPL	2'-4"	4								30,000	0.25	0.02	1.65%	2.01%		CM-30
RUDHIR	<i>Rudbeckia hirta</i>	Black-eyed Susan	1	3	FACU	2'-3"	2								92,000	0.50	0.03	3.31%	12.33%		CM-30
RUDSUB	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	9	3	FACU	3'-6"	5								43,000	0.25	0.02	1.65%	2.88%		CM-30
SILTER	<i>Silphium terebinthaceum</i>	Prairie Dock	5	0	FAC	4'-10"	9								1,000	0.125	0.01	0.83%	0.03%		CM-60
SOLSP	<i>Solidago speciosa</i>	Showy Goldenrod	5	5	UPL	2'-5"	5								95,000	0.125	0.01	0.83%	3.18%		CM-60
SOLULM	<i>Solidago ulmifolia</i>	Elm-leaved Goldenrod	5	5	UPL	1'-3"	3								130,000	0.125	0.01	0.83%	4.36%		CM-60
SYMORU	<i>Symphoricarpon drummondii</i>	Drummond's Aster	2	5	UPL	1'-5.4"	3								80,000	0.125	0.01	0.83%	2.68%		N/A
SYMLAE	<i>Symphoricarpon laeve</i>	Smooth Blue Aster	9	3	FACU	1'-5.3"	3								55,000	0.125	0.01	0.83%	1.84%		CM-60
SYMNOV	<i>Symphoricarpon novae-angliae</i>	New England Aster	4	-3	FACW	3'-5"	4								66,000	0.125	0.01	0.83%	2.21%		CM-60
SYMOSH	<i>Symphoricarpon shortii</i>	Short's Aster	8	5	UPL	2'-3.5"	3								60,000	0.125	0.01	0.83%	2.01%		CM-30
TRAOHU	<i>Tradescantia ohioensis</i>	Ohio Spiderwort	2	3	FACU	2'-4"	3								8,000	0.50	0.03	3.31%	1.07%		CM-120 or M, G
ZIZAUR	<i>Zizia aurea</i>	Golden Alexanders	7	0	FAC	1'-2.5"	2								11,000	0.50	0.03	3.31%	1.47%		CM-60 or M, G
Wildflowers Subtotals																0.539		57.02%	70.08%		
MIX TOTALS																0.945		100.00%	100.00%		

Wet-Mesic Prairie Seed Mix (2,500 SF)

MIX STATISTICS	
Number of Native Species in Mix	36
Native FQI	28.2
Native Mean C Value	4.7
Native Mean W Value	-1.0
Lbs/Acre of Native Seed	0.9
Seeds per Square Foot	184.2

Grasses, Sedges, & Rushes																				
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM COLOR	BLOOM TIME							LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical		A	M	J	J	A	S	O		SEEDS/OZ	OUNCES		
CXBRV	<i>Carex brevior</i>	Plains Oval Sedge	4	0	FAC	1'-3'	2	N/A						0.01	0.91%	0.79%	CM-60			
CXCRIS	<i>Carex cristatella</i>	Crested Oval Sedge	4	-3	FACW	2'-4'	3	N/A						0.01	0.91%	1.57%	CM-60			
CXMOLE	<i>Carex molesta</i>	Field Oval Sedge	2	0	FAC	1'-2.5'	2	N/A						0.02	1.82%	1.36%	CM-60			
CXSTIP	<i>Carex stipata</i>	Common Fox Sedge	3	-5	OBL	1'-1.5'	3	N/A						0.01	0.91%	0.91%	CM-60			
CXVULP	<i>Carex vulpinoidea</i>	Brown Fox Sedge	2	-3	FACW	1.5'-3.5'	3	N/A						0.01	1.82%	5.43%	CM-60			
ELVIR	<i>Elymus virginicus</i>	Virginia Wild Rye	4	-3	FACW	2.5'-4'	4	N/A						0.16	18.18%	2.28%	N/A			
PANVIR	<i>Panicum virgatum</i>	Switch Grass	5	0	FAC	3'-6'	4	N/A						0.08	7.27%	3.04%	N/A			
SCIATR	<i>Scirpus atrovirens</i>	Dark-green Bulrush	4	-5	OBL	2'-6'	5	N/A						0.01	0.91%	12.49%	CM-60 or M			
SPAPEC	<i>Spartina pectinata</i>	Cord Grass	4	-3	FACW	3'-9'	7	N/A						0.09	2.15%	10.91%	N/A			
Grass/Sedge Subtotals													0.375	43.64%	30.03%					

Wildflowers																	TOP SOW	
CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT Min-Max Typical	BLOOM COLOR	BLOOM TIME					OUNCES	LBS	% OF MIX by Weight by Seed Count	GERMINATION	TOP SOW	
								A	M	J	J	A	S	O				
ALLCER	<i>Allium cernuum</i>	Nodding Onion	7	3	FACU	1'-2'	1.5								0.25	7.600	1.82%	CM-60
ASCINC	<i>Asclepias incarnata</i>	Swamp Milkweed	4	-5	OBL	3'-6'	4	Pink							0.50	4.800	0.57%	CM-30
BIDGER	<i>Bidens cernua</i>	Nodding Bur Marigold	5	-5	OBL	1'-3'	3	Yellow							0.125	21.000	0.57%	CM-60
CHAFAS	<i>Chamaecrista fasciculata</i>	Partridge Pea	5	3	FACU	6'-2'	2	Yellow							1.00	2.700	0.99%	CM-10, H, I
CORTRI	<i>Coreopsis tripteris</i>	Tall Coreopsis	5	0	FAC	3'-8'	7	Yellow							0.25	14.000	0.76%	CM-60
DESCAA	<i>Desmodium canadense</i>	Showy Tick Trefoil	4	3	FACU	3'-6'	4	Purple							0.25	5.500	1.82%	J, I
DOELUMB	<i>Doellingeria umbellata</i>	Flat-topped Aster	9	-3	FACW	2'-5'	5	Cream							1.00	67.000	0.91%	CM-60
ERYLUC	<i>Eryngium yuccifolium</i>	Rattlesnake Master	9	0	FAC	2'-5'	4	White							1.00	7.500	2.77%	CM-60
EUPPER	<i>Eupatorium perfoliatum</i>	Boneset	4	-5	OBL	3'-4'	4	White							0.125	160.000	0.91%	CM-30
EUTGRA	<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	4	-3	FACW	2'-4'	3	Yellow							0.250	350.000	1.82%	CM-60
HELAUT	<i>Helianthus autumnale</i>	Sneezeweed	5	-3	FACW	2'-5'	4	Yellow							0.125	130.000	3.53%	N/A
LIATIR	<i>Liatris pycnostachya</i>	Prairie Blazing Star	8	0	FAC	2'-4'	4	Purple							0.25	11.000	1.82%	CM-60
MONFIS	<i>Monarda fistulosa</i>	Wild Bergamot	4	3	FACU	2'-5'-4'	4	Purple							0.25	70.000	3.80%	N/A
PENDIG	<i>Penstemon digitalis</i>	Foxglove Beardtongue	4	0	FAC	2'-3'	3	White							0.125	130.000	0.91%	CM-30, G
PHYVIR	<i>Physostegia virginiana</i>	Obedient Plant	6	-3	FACW	3'-4'	4	Pink							0.250	11.000	1.82%	CM-60
PYCVIR	<i>Pycnanthemum virginianum</i>	Virginia Mountain Mint	5	-3	FACU	1'-4'	3	White							0.125	220.000	5.97%	N/A
RUDHIR	<i>Rudbeckia hirta</i>	Black-eyed Susan	1	3	FACU	2'-3'	2	Yellow							0.50	92.000	9.99%	CM-30
RUDSUB	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	9	3	FACU	3'-6'	5	Yellow							0.125	43.000	1.17%	CM-30
RUDTRI	<i>Rudbeckia triloba</i>	Brown-eyed Susan	3	3	FACU	2'-6'	5	Yellow							0.125	34.000	0.92%	CM-30
SILTER	<i>Silphium terebinthinaceum</i>	Prairie Dock	5	0	FAC	4'-10'	9	Yellow							0.50	1.000	3.64%	CM-60
SOLRIG	<i>Solidago rigida</i>	Stiff Goldenrod	4	3	FACU	2'-5'	4	Yellow							0.03	41.000	0.91%	CM-60
SYMNNOV	<i>Symphoricarpos novae-angliae</i>	New England Aster	4	-3	FACW	3'-5'	4	Purple							0.25	66.000	3.58%	CM-60
THADAS	<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	5	-3	FACW	3'-7'	6	Cream							0.125	11.000	0.91%	CM-60, G
TRADHI	<i>Tradescantia virginiana</i>	Ohio Spiderwort	2	3	FACU	2'-4'	3	Blue							0.25	8.000	0.43%	CM-120 or M, G
VERHAS	<i>Verbena hastata</i>	Blue Vervain	4	-3	FACW	2'-6'	5	Blue							0.125	93.000	2.52%	CM-30
VERFAS	<i>Veronica fasciculata</i>	Common Ironweed	5	-3	FACW	3'-6'	6	Purple							0.125	24.000	0.65%	CM-60
ZIZAUR	<i>Zizia aurea</i>	Golden Alexanders	7	0	FAC	1'-2.5'	2	Yellow							0.50	11.000	3.64%	CM-60 or M, G
Wildflower Subtotals														0.484	56.36%	69.97%		
MIX TOTALS														0.859	100.00%	100.00%		

Wet-Mesic Shade Seed Mix (2,500 SF)

MIX STATISTICS	
Number of Native Species in Mix	42
Native FOI	31.0
Native Mean C Value	4.8
Native Mean W Value	-0.7
Lbs/Acre of Native Seed	0.7
Seeds per Square Foot	145.9

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O		by Weight	by Seed Count		
BROPUB	<i>Bromus pubescens</i>	Hairy Wood Chess	5	3	FACU	2.5-4"	4								0.03	4.44%	1.03%	CM-30	
CBLAN	<i>Carex blanda</i>	Common Wood Sedge	1	0	FAC	1-2"	2	N/A							0.01	1.11%	0.43%	CM-60	
CCEPH	<i>Carex cephalophora</i>	Short-headed Bracted Sedge	3	3	FACU	1-2"	1.5	N/A							0.125	1.11%	1.09%	CM-60	
CXDAVI	<i>Carex davisi</i>	Awned Graceful Sedge	7	0	FACU	1.5-3"	2	N/A							0.02	2.22%	0.61%	CM-60	
CXFRAN	<i>Carex frankii</i>	Bristly Cattail Sedge	8	-5	OBL	1-2.5"	2	N/A							0.01	1.11%	0.58%	CM-60	
CXGRIS	<i>Carex grisea</i>	Wood Gray Sedge	2	0	FAC	1-2"	2	N/A							0.02	2.22%	0.61%	CM-60	
CXHOP	<i>Carex hirsuta</i>	Common Hop Sedge	7	-5	OBL	1.5-3.5"	3	N/A							0.03	4.44%	0.61%	CM-60	
CXJUN	<i>Carex lupulina</i>	Field Oval Sedge	2	0	FAC	1-2.5"	2	N/A							0.02	2.22%	1.70%	CM-60	
CXMOLE	<i>Carex molesta</i>	Spreading Oval Sedge	5	-3	FACW	2-4"	3	N/A							0.01	1.11%	0.85%	CM-60	
CXNORM	<i>Carex normalis</i>	Long-beaked Sedge	9	0	FAC	1.5-2.5"	2	N/A							0.02	2.22%	0.68%	CM-60	
CXSPRE	<i>Carex sprengei</i>	Common Fox Sedge	3	-5	OBL	1.5-3"	3	N/A							0.02	2.22%	2.31%	CM-60	
CXTIP	<i>Carex stipata</i>	Narrow-leaved Oval Sedge	8	-3	FACW	1-3"	3	N/A							0.01	1.11%	0.68%	CM-60	
CXTENE	<i>Carex tenera</i>	Stout Wood Reed	5	-3	FACW	3-5"	3	N/A							0.02	2.22%	5.51%	CM-60	
CINARU	<i>Cinna arundinacea</i>	Bottlebrush Grass	5	3	FACU	2.5-5"	3	N/A							0.06	8.89%	2.07%	N/A	
ELYHYS	<i>Elymus hystrix</i>	Silky Wild Rye	5	3	FACU	2-3.5"	3	N/A							0.03	4.44%	0.75%	N/A	
ELYVIL	<i>Elymus villosus</i>	Virginia Wild Rye	4	-3	FACW	2.5-4"	4	N/A							0.06	8.89%	1.14%	N/A	
GLYSTR	<i>Glyceria striata</i>	Fowl Manna Grass	4	-5	OBL	2-3.5"	3	N/A							0.03	4.44%	12.25%	N/A	
MUMMEX	<i>Muhlenbergia mexicana</i>	Leafy Setin Grass	5	-3	FACW	2-3"	2	N/A							0.01	1.11%	5.96%	N/A	
Grass/Sedge Subtotals															0.391	55.56%	38.72%		

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O		by Weight	by Seed Count		
ALLCER	<i>Allium cernuum</i>	Nodding Onion	7	3	FACU	1-2"	1.5	Purple							0.25	2.22%	0.52%	CM-60	
AQUCAN	<i>Aquilegia canadensis</i>	Wild Columbine	6	3	FACU	2-4"	2	Red/Yellow							0.125	1.11%	1.29%	CM-60	
BIOFRO	<i>Bidens frondosa</i>	Common Beggart's Ticks	1	-3	FACW	1-3"	3	Yellow							0.50	4.44%	0.68%	CM-60	
BOECYL	<i>Boehmeria cylindrica</i>	False Nettle	2	-3	OBL	2-3"	3	Yellow							0.125	1.11%	7.08%	N/A	
CAMAME	<i>Campanulastrum americanum</i>	American Bellflower	3	0	FAC	2-6"	5	Blue							0.01	1.11%	5.79%	CM-30	
CRICAN	<i>Cryptantha canadensis</i>	Honewort	2	0	FAC	1-3"	2	White							0.02	2.22%	0.48%	CM-60	
EUPRUG	<i>Eupatorium rugosum</i>	White Snakeroot	4	3	FACU	1.5-4"	2	White							0.125	1.11%	5.11%	CM-60	
EUTPUR	<i>Eutrochium purpureum</i>	Purple Joe Pye Weed	7	0	FAC	3-7"	6	Pink							0.01	1.11%	1.43%	CM-30, G	
HELHEL	<i>Helopsis helianthoides</i>	Early Sunflower	5	3	FACU	3-5"	5	Yellow							0.05	6.67%	1.29%	CM-30	
PENDIG	<i>Penstemon digitalis</i>	Forgive Beardtongue	4	0	FAC	2-3"	3	White							0.01	1.11%	4.43%	CM-30, G	
PERPUN	<i>Pericaria punctata</i>	Dotted Smartweed	6	-5	OBL	2-3.5"	3	White							0.02	2.22%	0.53%	CM-60, ?	
PERVIR	<i>Pericaria virginiana</i>	Woodland Knotweed	2	0	FAC	1-3"	2	White							0.02	2.22%	0.42%	CM-60, ?	
RUDLAC	<i>Rudbeckia laciniata</i>	Wild Golden Glow	5	-3	FACW	3-8"	7	Yellow							0.125	1.11%	0.48%	CM-30	
RUDSUB	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	9	3	FACU	3-6"	5	Yellow							0.01	1.11%	1.46%	CM-30	
RUDTRI	<i>Rudbeckia triloba</i>	Brown-eyed Susan	3	3	FACU	2-6"	5	Yellow							0.01	1.11%	1.16%	CM-30	
SCRMAR	<i>Scrophularia marilandica</i>	Late Figwort	4	3	FACU	4-9"	6	Red							0.125	1.11%	5.79%	CM-60, ?	
SILPER	<i>Silphium perfoliatum</i>	Cup Plant	5	-3	FACW	6-10"	8	Yellow							0.01	1.11%	0.05%	CM-60	
SYMLAN	<i>Symphoricarpon lanceolatum</i>	Panicled Aster	3	0	FAC	1-3.5"	3	White							0.01	1.11%	5.31%	N/A	
SYMLAT	<i>Symphoricarpon lateriflorum</i>	Calico Aster	4	-3	FACW	1-3"	2	White							0.01	1.11%	8.51%	N/A	
SYMPUN	<i>Symphoricarpon punctum</i>	Swamp Aster	7	-5	OBL	2-6"	5	Blue							0.01	1.11%	2.72%	CM-60	
SYMURO	<i>Symphoricarpon umbratum</i>	Arrow-leaved Aster	5	0	FACU+	2-3.5"	3	Blue							0.01	1.11%	4.60%	CM-60	
THADIC	<i>Thalictrum dioicum</i>	Early Meadow Rue	7	3	FACU	1-2.5"	2	Green							0.01	1.11%	0.25%	CM-60	
VERALT	<i>Verbesina alternifolia</i>	Wingstem	5	-3	FACW	3-8"	7	Yellow							0.02	2.22%	0.61%	CM-30	
ZIZAU	<i>Zizia aurea</i>	Golden Alexanders	7	0	FAC	1-2.5"	2	Yellow							0.03	4.44%	1.50%	CM-60 or M, G	
Wildflower Subtotals															0.313	44.44%	61.28%		
MIX TOTALS															0.703	100.00%	100.00%		

Wetland Seed Mix (2,500 SF)

MIX STATISTICS	
Number of Native Species in Mix	34
Native FDI	27.4
Native Mean C Value	4.7
Native Mean W Value	-4.4
Lbs/Acre of Native Seed	0.6
Seeds per Square Foot	605.1

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O		by Weight	by Seed Count		
CALCAN	<i>Calamagrostis canadensis</i>	Blue Joint Grass	3	-5	OBL	2'-5'	4								0.01	1.33%	2.31%	N/A	
CXCONO	<i>Carex canescens</i>	Bristly Sedge	5	-5	OBL	2'-3.5'	2								0.02	2.67%	0.50%	CM-60	
CXCRIS	<i>Carex cristatella</i>	Crested Oval Sedge	4	-3	FACW	2'-4'	3								0.01	1.33%	0.48%	CM-60	
CXHYST	<i>Carex hystericina</i>	Porcupine Sedge	5	-5	OBL	1'-2.5'	2								0.02	2.67%	0.50%	CM-60	
CXSTIP	<i>Carex stipata</i>	Common Fox Sedge	3	-5	OBL	1'-5.5'	3								0.02	2.67%	0.56%	CM-60	
CXSTRI	<i>Carex stricta</i>	Common Tussock Sedge	5	-5	OBL	2'-5.4'	3								0.01	1.33%	0.44%	CM-60	
CXVULP	<i>Carex vulpinoidea</i>	Brown Fox Sedge	2	-3	FACW	1'-3.5'	3								0.05	8.00%	4.96%	CM-60	
ELEPAL	<i>Eleocharis palustris</i>	Great Spike Rush	2	-5	OBL	1'-3.5'	2								0.01	1.33%	0.42%	CM-60	
JUNDUD	<i>Juncus dudleyi</i>	Dudley's Rush	4	-3	FACW	1'-2.5'	2								0.01	1.33%	26.44%	CM-60	
JUNEFF	<i>Juncus effusus</i>	Common Rush	7	-5	OBL	2'-4'	3								0.03	5.33%	1.12%	CM-60	
LEOORY	<i>Leersia oryzoides</i>	Rice Cut Grass	4	-5	OBL	2'-5'	4								0.01	1.33%	0.10%	CM-60	
SCHUPP	<i>Scheuchzeria palustris</i>	Chairmaker's Rush	5	-5	OBL	2'-5'	5								0.01	1.33%	0.26%	CM-60	
SCHTAB	<i>Scheuchzeria palustris</i>	Chairmaker's Rush	5	-5	OBL	4'-7'	6								0.01	1.33%	3.80%	CM-60 or M	
SCIATR	<i>Scirpus atrovirens</i>	Great Bulrush	4	-5	OBL	2'-6'	5								0.01	1.33%	0.55%	N/A	
SPAPEC	<i>Spartina pectinata</i>	Cord Grass	4	-3	FACW	3'-9'	7								0.08	13.33%	50.69%	N/A	
Grass/Sedge Subtotals															0.273	46.67%			

CODE	SCIENTIFIC NAME	COMMON NAME	C-VALUE	W-VALUE	WETNESS	HEIGHT		BLOOM TIME							LBS	% OF MIX		GERMINATION	TOP SOW
						Min-Max	Typical	A	M	J	J	A	S	O		by Weight	by Seed Count		
ALISUB	<i>Alisma subcordatum</i>	Mud Plantain	4	-5	OBL	1'-3'	3								0.25	2.67%	0.95%	CM-30	
ASCINC	<i>Asclepias incarnata</i>	Swamp Milkweed	4	-5	OBL	3'-6'	4								0.08	13.33%	0.40%	CM-30	
BIDCER	<i>Bidens cernua</i>	Nodding Bur Marigold	5	-5	OBL	1'-3'	3								0.03	5.33%	0.69%	CM-60	
CHEGLA	<i>Chelone glabra</i>	Turtlehead	8	-5	OBL	3'-6'	5								0.01	1.33%	0.76%	CM-120 or M	
EUPPER	<i>Eupatorium perfoliatum</i>	Boneset	4	-5	OBL	3'-4'	4								0.01	1.33%	1.32%	CM-30	
EUTGRA	<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	4	-3	FACW	2'-4'	3								0.01	1.33%	2.89%	CM-60	
EUTMAC	<i>Eutrochium maculatum</i>	Spotted Joe Pye Weed	4	-5	OBL	3'-6'	5								0.01	1.33%	0.78%	CM-30	
HELAUT	<i>Helenium autumnale</i>	Sneezeweed	5	-3	FACW	2'-5'	4								0.01	1.33%	1.07%	N/A	
HIBLAE	<i>Hibiscus laevis</i>	Halberd-leaved Rose Mallow	6	-5	OBL	3'-6'	5								0.06	10.67%	0.19%	CM-60	
LOBCAR	<i>Lobelia cardinalis</i>	Cardinal Flower	7	-5	OBL	2'-5'	3								0.01	1.33%	3.31%	CM-60	
LOBISP	<i>Lobelia spiliotica</i>	Great Blue Lobelia	6	-5	OBL	1'-4'	3								0.01	1.33%	4.13%	CM-60	
MIMRIN	<i>Mimulus ringens</i>	Monkey Flower	6	-5	OBL	1'-3'	2								0.01	1.33%	19.00%	CM-60	
PENSED	<i>Pentstemon setoides</i>	Ditch Stonecrop	5	-5	OBL	1'-2'	2								0.01	1.33%	10.74%	CM-60	
SCULAT	<i>Scutellaria lateriflora</i>	Mad-dog Skullcap	5	-3	FACW	6'-10'	8								0.01	1.33%	0.54%	CM-60	
SILPER	<i>Silphium perfoliatum</i>	Cup Plant	5	-3	FACW	6'-10'	8								0.01	1.33%	0.01%	CM-60	
SOLIDR	<i>Solidago riddellii</i>	Riddell's Goldenrod	7	-5	OBL	2'-4'	3								0.01	1.33%	0.77%	CM-60	
SYMMOV	<i>Symphoricarpon novae-angliae</i>	New England Aster	4	-3	FACW	3'-5'	4								0.02	2.67%	0.55%	CM-60	
VERFAS	<i>Veronica fasciculata</i>	Common Ironweed	5	-3	FACW	3'-6'	6								0.01	1.33%	0.40%	CM-60	
VERHAS	<i>Verbena hastata</i>	Blue Vervain	4	-3	FACW	2'-6'	5								0.01	1.33%	0.77%	CM-30	
Wildflower Subtotals															0.313	53.33%	49.31%		
MIX TOTALS															0.586	100.00%			

APPENDIX

LIST OF AGGRESSIVE WEED/INVASIVE SPECIES TO BE CONTROLLED

Acer negundo BOXELDER¹
Acer platanoides NORWAY MAPLE
Achillea spp. YARROW¹
Aegopodium podagraria GOUTWEED
Agrostis gigantea REDTOP
Agrostis stolonifera CREEPING BENTGRASS¹
Ailanthus altissima TREE OF HEAVEN
Alliaria petiolata GARLIC MUSTARD
Alnus glutinosa EUROPEAN BLACK ALDER
Ambrosia artemisiifolia COMMON RAGWEED^{1,3}
Ambrosia trifida GIANT RAGWEED^{1,3}
Anthriscus sylvestris WILD CHERVIL
Arctium minus COMMON BURDOCK
Berberis thunbergii JAPANESE BARBERRY
Brassica nigra BLACK MUSTARD¹
Bromus inermis SMOOTH BROME
Bromus tectorum DOWNY BROME
Butomus umbellatus FLOWERING RUSH
Cannabis sativa MARIJUANA¹
Carduus nutans MUSK THISTLE¹
Celastrus orbiculatus ASIAN BITTERSWEET¹
Centaurea maculosa SPOTTED KNAPWEED

Chenopodium album LAMB'S QUARTERS²
Cirsium arvense CANADA THISTLE¹
Cirsium vulgare BULL THISTLE
Conium maculatum POISON HEMLOCK¹
Cornus racemosa GRAY DOGWOOD¹
Cynanchum louiseae BLACK SWALLOW-WORT
Cynanchum rossicum PALE SWALLOW-WORT
Cyperus esculentus YELLOW NUTSEDGE¹
Dactylis glomerata ORCHARDGRASS
Daucus carota QUEEN ANNE'S LACE²
Dioscorea oppositifolia CHINESE YAM
Dipsacus spp. TEASEL¹
Echinochloa crus-galli BARNYARD GRASS
Egeria densa BRAZILIAN WATERWEED
Eichhornia crassipes WATER HYACINTH
Elaeagnus angustifolia RUSSIAN OLIVE¹
Elaeagnus pungens THORNY OLIVE¹
Elaeagnus umbellata AUTUMN OLIVE¹
Elymus repens QUACKGRASS
Erigeron canadensis MARE'S TAIL³
Erigeron annuus ANNUAL FLEABANE¹
Erigeron strigosus DAISY FLEABANE¹
Euonymus alatus BURNING BUSH
Euonymus fortunei WINTERCREEPER

Euphorbia esula LEAFY SPURGE

Fallopia japonica JAPANESE KNOTWEED¹

Fallopia sachalinensis GIANT KNOTWEED¹

Fallopia × bohemica BOHEMIAN KNOTWEED¹

Frangula alnus GLOSSY BUCKTHORN

Hedera helix ENGLISH IVY

Hemerocallis fulva ORANGE DAYLILY

Heracleum mantegazzianum GIANT HOGWEED¹

Hesperis matronalis DAMES ROCKET

Humulus japonicus JAPANESE HOPS

Hydrilla verticillata HYDRILLA

Hydrocharis morsus-ranae EUROPEAN FROGBIT

Hypericum perforatum COMMON ST. JOHN'S WORT

Ipomoea purpurea MORNING GLORY²

Iris pseudacorus YELLOW IRIS

Lespedeza cuneata SERICEA LESPEDEZA

Ligustrum spp. (non-native) PRIVET (non-native)

Lolium multiflorum ANNUAL RYE/ITALIAN RYEGRASS

Lonicera spp. HONEYSUCKLE (non-native)¹

Lotus corniculatus BIRDS FOOT TREFOIL

Lysimachia nummularia MONEYWORT

Lythrum salicaria PURPLE LOOSESTRIFE

Marsilea quadrifolia EUROPEAN WATERCLOVER

Medicago lupulina BLACK MEDIC

Medicago sativa ALFALFA

Melilotus albus WHITE SWEET CLOVER

Melilotus officinalis YELLOW SWEET CLOVER

Microstegium vimineum JAPANESE STILTGRASS

Morus alba WHITE MULBERRY

Myosotis sylvatica GARDEN FORGET-ME-NOT

Myriophyllum aquaticum PARROT FEATHER

Myriophyllum spicatum EURASIAN WATERMILFOIL

Myosotis scorpioides WATER FORGET-ME-NOT

Najas minor BRITTLE WATERNYMPH

Nepeta cataria CATNIP

Nymphoides peltata YELLOW FLOATING HEART

Oenothera biennis EVENING PRIMROSE¹

Onopordum acanthium SCOTCH THISTLE

Pastinaca sativa WILD PARSNIP

Phalaris arundinacea REED CANARY GRASS

Phragmites australis (non-native) COMMON REED (non-native)

Pistia stratiotes WATER LETTUCE

Poa pratensis KENTUCKY BLUEGRASS

Populus alba WHITE POPLAR

Populus deltoides COTTONWOOD¹

Potamogeton crispus CURLY-LEAF PONDWEED

Pueraria montana var. *lobata* KUDZU¹

Ranunculus ficaria LESSER CELANDINE¹

Naturalizes Stormwater
Areas Maintenance

Appendix
Species to be Controlled

Rhamnus cathartica COMMON BUCKTHORN

Robinia pseudoacacia BLACK LOCUST

Rorippa nasturtium WATERCRESS

Rumex acetosella SHEEP SORREL

Rumex crispus CURLY DOCK

Rosa multiflora MULTIFLORA ROSE

Rubus spp. RASPBERRY/BLACKBERRY³

Salix interior SANDBAR WILLOW³

Saponaria officinalis BOUNCING BET

Schedonorus arundinaceus TALL FESCUE

Securigaria varia CROWN VETCH

Setaria spp. FOXTAIL/MILLET²

Silene latifolia var. *alba* BLADDER CAMPION

Solidago altissima TALL GOLDENROD³

Solidago canadensis CANADA GOLDENROD³

Solidago sempervirens SEASIDE GOLDENROD

Sonchus arvensis PERENNIAL SOWTHISTLE³

Sorghum alnum COLUMBUS GRASS¹

Sorghum halepense JOHNSONGRASS¹

Symphyotrichum lateriflorum SIDE FLOWERING ASTER³

Symphyotrichum pilosum HAIRY ASTER³

Tamarix spp. SALT CEDAR¹

Tanacetum vulgare COMMON TANSY

Taraxacum officinalis COMMON DANDELION²

Naturalizes Stormwater
Areas Maintenance

Appendix
Species to be Controlled

Thlaspi arvense FIELD PENNYCRESS²

Torilis japonica JAPANESE HEDGE PARSLEY

Toxicodendron radicans POISON IVY²

Trifolium pratense RED CLOVER²

Trifolium repens WHITE CLOVER²

Typha angustifolia NARROWLEAF CATTAIL³

Typha latifolia COMMON CATTAIL³

Ulmus pumila SIBERIAN ELM

Verbascum blattaria MOTH MULLEIN²

Verbascum thapsus COMMON MULLEIN²

Vinca minor PERIWINKLE

Xanthium strumarium ROUGH COCKLEBUR

¹Species classified as a Noxious Weed in the State of Illinois as of the date of this document

²Species considered common weeds requiring control, not specifically considered invasive

³Species considered native (or questionably native) in the State of Illinois, but often has an aggressive growth behavior that may require control on a case-by-case basis



Interoffice Memo

Date: May 19 , 2020

To: Village Board of Trustees

Cc: Dave Niemeyer, Village Manager

From: Kevin M. Gomulka, Administrative Analyst

Subject: Liquor Code Amendment – Sunday Sale Hours For Golf Courses

Background:

On September 8th, 2019, Mr. Nick Halikias sent the Mayor, as Liquor Commissioner, a letter petitioning consideration to extend Sunday liquor sale hours for both golf courses and banquet facilities that operate in the Village of Tinley Park.

The petitioner operates a golf course, dba Odyssey Golf Course, that currently sells liquor through Continental Banquets LLC's Class A Liquor License; Class A licensed establishments are prohibited from selling between the hours of 2 AM and 12 PM in the Village. He also operates a banquet facility, dba Odyssey Banquet Facilities, that serves liquor under its Class K-2 liquor license; Class K licensed establishments allow liquor sales after 10 AM on Sundays.¹

In his letter, he states that "over the years, we have been at a competitive disadvantage (with) regards to serving beer and liquor to our golf customers. We have many requests from our customers to serve beer or Bloody Marys on Sunday mornings. Our request would be to allow Tinley Park Golf Courses to serve beer at 8 AM."

Due to the COVID-19 pandemic, this item has not been discussed at Admin & Legal, instead this item was moved directly to the Committee of the Whole.

Analysis:

In comparison to other communities, Tinley Park does not have a specific golf course category for liquor licenses. Rather, it classifies golf courses and/or golf course service bars under larger

¹ 112.21.A, D (HOURS),

[http://library.amlegal.com/nxt/gateway.dll/Illinois/tinley/villageoftinleyparkillinoiscodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:tinleypark_il](http://library.amlegal.com/nxt/gateway.dll/Illinois/tinley/villageoftinleyparkillinoiscodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:tinleypark_il)

license categories (for Tinley, Class A.) Several neighboring communities with golf courses have provisions in their liquor ordinances that mention golf courses and/or earlier Sunday sale hours.

For example, Silver Lakes Country Club operates in the Village of Orland Park. The Orland Park Code of Ordinances states the following:

It shall be unlawful for the holder of a Class A, C, E or F license, as defined in Section 7-4-6 of this Chapter, to sell or offer for sale at retail any alcoholic liquor, wine or beer in the Village between:
1. The hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. on week days; and 2. The hours of two o'clock (2:00) A.M. and eleven o'clock (11:00) A. M. on Sundays, except that the opening hour on Sundays for golf courses shall be ten o'clock (10:00) A.M. (Ord. 3593, 1-21-02; Amd. Ord. 5308, 6-18-18).²

In Lemont, Ruffled Feathers Golf Course operates under their A-3 License, which allows sales beginning at 10 AM on Sundays (and petitioners can ask for an exception from their local liquor commission, who can choose to issue an exception & new classification with earlier hours.)³ The Village of Frankfort, which includes Green Garden Country Club, allows alcohol sales after 6 AM on any day of the week.⁴

As far as banquet facilities in Tinley Park, it already states in our Village Ordinance under § 112.21 (D) (HOURS) that "(i)t shall be unlawful to sell, mix, draw, dispense, pour, give away or otherwise serve any alcoholic liquor in any premises having a Class K License between the hours of 2:00 a.m. and 10:00 a.m. on any weekday, Saturday, or Sunday."

Proposed Changes:

Currently, Title XI Chapter 112 Section 21 (A) of the Village's Municipal Code reads as follows:

- A. It shall be unlawful to keep open to the public or to permit to be opened in the village any place where alcoholic liquor is sold for consumption on the premises between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or Saturday, or between the hours of 4:00 a.m. and 6:00 a.m. on New Year's Day, or between the hours of 2:00 a.m. and 12:00 o'clock noon on Sunday. If approved by the Local Liquor Control Commissioner and upon payment of the annual fee, holders of a Class A license shall be allowed to remain open to the public until 3:00 a.m. on Saturday and Sunday. Extended hours allowed pursuant to this section may be revoked by the Local Liquor Control Commissioner for any violations of state law or this chapter. It shall be unlawful to sell, offer to sell, dispense, mix, pour, give away or otherwise serve any alcoholic liquors during such hours. It shall be further

² 7-4-15.2 (OPENING AND CLOSING HOURS),

[http://library.amlegal.com/nxt/gateway.dll/Illinois/orlandpark_il/villageoforlandparkvillagecode?f=template&\\$fn=default.htm\\$3.0\\$vid=amlegal:orlandpark_il](http://library.amlegal.com/nxt/gateway.dll/Illinois/orlandpark_il/villageoforlandparkvillagecode?f=template&$fn=default.htm$3.0$vid=amlegal:orlandpark_il)

³ Lemont Code of Ordinances, 5.04.110,

https://library.municode.com/il/lemon/codes/code_of_ordinances?nodeId=TIT5BULIRE_CH5.04LILI

⁴ Frankfort Code of Ordinances, § 113.36.A HOURS OF SALES,

[http://library.amlegal.com/nxt/gateway.dll/Illinois/frankfort_il/villageoffrankfortillinoiscodeofordinanc?f=templates&\\$fn=default.htm\\$3.0\\$vid=amlegal:frankfort_il](http://library.amlegal.com/nxt/gateway.dll/Illinois/frankfort_il/villageoffrankfortillinoiscodeofordinanc?f=templates&$fn=default.htm$3.0$vid=amlegal:frankfort_il)

unlawful to allow anyone to consume alcoholic liquors on any licensed premises during such hours.

Based on the comparison of surrounding communities, the Liquor Commissioner is recommending the following change to the Ordinance, which includes specific language for golf courses:

- A. It shall be unlawful to keep open to the public or to permit to be opened in the village any place where alcoholic liquor is sold for consumption on the premises between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or Saturday, or between the hours of 4:00 a.m. and 6:00 a.m. on New Year's Day, or between the hours of 2:00 a.m. and 12:00 o'clock noon on Sunday. However, licensees operating a golf course within the Village shall be prohibited from selling alcoholic liquor between the hours of 2:00 a.m and 9:00 a.m. on Sunday. If approved by the Local Liquor Control Commissioner and upon payment of the annual fee, holders of a Class A license shall be allowed to remain open to the public until 3:00 a.m. on Saturday and Sunday. Extended hours allowed pursuant to this section may be revoked by the Local Liquor Control Commissioner for any violations of state law or this chapter. It shall be unlawful to sell, offer to sell, dispense, mix, pour, give away or otherwise serve any alcoholic liquors during such hours. It shall be further unlawful to allow anyone to consume alcoholic liquors on any licensed premises during such hours.

Request:

The Village's Liquor Commissioner is requesting approval from the Village Board to amend Title XI Chapter 112 Section 21 (A) of the Village's Municipal Code to allow golf courses operating in the Village of Tinley Park to be allowed earlier liquor sales on Sunday beginning at 9:00 a.m.

THE ODYSSEY

— TINLEY PARK, IL —

September 4, 2019

MAYOR JACOB C. VANDENBERG
(LIQUOR COMMISSIONER)

16250 S. OAK PARK AVENUE
TINLEY PARK, IL 60477

DEAR MAYOR VANDENBERG,

I am writing this formal letter requesting consideration to extend our liquor licenses on Sunday's for both our public Sunday Brunch and for our golf patrons.

Every Sunday morning, we have our Sunday Champagne Brunch, where Champagne is included within our public Brunch. We are looking to add an additional offering of a Bloody Mary Bar to our package. Brunch begins at 10am in the morning and concludes with our last seating at 1:30pm.

As for the golf course, over the years, we have been at a competitive disadvantage in regards to serving beer and liquor to our golf customers. We have many requests from our customers to purchase Beer or Bloody Mary's on Sunday mornings. Our request, would be to allow Tinley Park golf courses to serve beer and liquor beginning at 8am.

I thank you for your consideration, and should you have any questions, please feel free to contact me at 708-259-5308.

SINCERELY,
NICK HALIKIAS
V.P. OF OPERATIONS
THE ODYSSEY

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-023

**AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 21 (A) OF
THE TINLEY PARK MUNICIPAL CODE – HOURS – AMENDING
PERMITTED LIQUOR SALE HOURS ON SUNDAY FOR GOLF COURSES**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2020-O-023**AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 21 (A) OF
THE TINLEY PARK MUNICIPAL CODE – HOURS – AMENDING PERMITTED
LIQUOR SALE HOURS ON SUNDAY FOR GOLF COURSES**

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

WHEREAS, pursuant to Title XI Chapter 112 Section 21 (A) of the Village Code, It shall be unlawful to keep open to the public or to permit to be opened in the village any place where alcoholic liquor is sold for consumption on the premises between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or Saturday, or between the hours of 4:00 a.m. and 6:00 a.m. on New Year's Day, or between the hours of 2:00 a.m. and 12:00-o'clock noon on Sunday; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI Chapter 112 Section 21 (A) of the Village Code to permit Sunday liquor sales for licensees operating a golf course within the Village between the hours of 9:00 a.m. and 2:00 a.m.; 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 said Village of Tinley Park and its residents to amend Title XI Chapter 112 Section 21 (A) of the Village Code to permit Sunday liquor sales for licensees operating a golf course within the Village between the hours of 9:00 a.m. and 2:00 a.m.; and

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

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

SECTION 2: That Title XI Chapter 112 Section 21 (A) of the Village of Tinley Park Village Code, is hereby amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

§ 112.21 HOURS

(A) It shall be unlawful to keep open to the public or to permit to be opened in the village any place where alcoholic liquor is sold for consumption on the premises between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or Saturday, or between the hours of 4:00 a.m. and 6:00 a.m. on New Year's Day, or between the hours of 2:00 a.m. and 12:00 o'clock noon on Sunday. However, licensees operating a golf course within the Village shall be prohibited from selling alcoholic liquor between the hours of 2:00 a.m. and 9:00 a.m. on Sunday. If approved by the Local Liquor Control Commissioner and upon payment of the annual fee, holders of a Class A license shall be allowed to remain open to the public until 3:00 a.m. on Saturday and Sunday. Extended hours allowed pursuant to this section may be revoked by the Local Liquor Control Commissioner for any violations of state law or this chapter. It shall be unlawful to sell, offer to sell, dispense, mix, pour, give away or otherwise serve any alcoholic liquors during such hours. It shall be further unlawful to allow anyone to consume alcoholic liquors on any licensed premises during such hours.

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

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

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

PASSED THIS 19th day of May, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May, 2020.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-023, "AN ORDINANCE AMENDING Title XI Chapter 112 Section 21 (A) OF THE TINLEY PARK MUNICIPAL CODE – HOURS – AMENDING PERMITTED LIQUOR SALE HOURS ON SUNDAY FOR GOLF COURSES" which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Deanna Rosenbaum Hall

drhall@pjmchicago.com

**ATTORNEY-CLIENT PRIVILEGED
MEMORANDUM**

TO: Village of Tinley Park
FROM: PJM
DATE : May 14, 2020
SUBJECT: Public Works Local 150 CBA

The purpose of this memo is to advise the Village of Tinley Park ("Village") of the successful negotiations between the Village and Local 150 for a successor CBA; to provide a copy of pending changes to the agreement for Board review; and, to recommend Board approval of this agreement.

Negotiating History

The previous CBA expired April 30, 2018. Protracted negotiations related to the Local 150 operated Health and Welfare plan consumed negotiations for much of 2018 and certain unplanned medical absences sidelined negotiations for several months in 2019. The current contract in track changes form is attached as Exhibit 2 for your review.

Highlights of Changes

- 4-year term. 2018 & 2019 Cost of Living Adjustment (COLA) at 2.5% for each year. Parties to negotiate 2020 & 2021 COLA no earlier than December 2020.
- Negotiation of double-step program also subject to December 2020 bargaining.
- All other terms of the CBA are excluded from December 2020 negotiations unless agreed-to by both parties.
- Expanded residency program.
- Overhaul of overtime allocation system with significant administrative benefits for Village by reducing time supervisory staff spends managing list under current system.
- Clarification of hiring process for open positions.
- Clarification of snow and ice staffing procedures.
- Removal of Fair Share Language considering U.S. Court decision prohibiting practice.

Conclusion

The negotiated CBA presents an opportunity to settle most terms of employment for Public Works employees with many benefits for the Village. The financial impact of COVID-19 will be clearer in December than it presently is, allowing the Village time to determine a fair COLA for Public Works employees.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-064

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-064**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150**

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

WHEREAS, the Village of Tinley Park ("Village") has considered entering into a successor Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150, AFL-CIO representing certain titles employed in the Village's Public Works department ; and

WHEREAS, a true and correct copy of said Collective Bargaining Agreement is attached hereto 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 interest of the Village of Tinley Park and its residents that said agreement be entered into by the Village of Tinley Park; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve the aforesaid agreement with said agreement to be substantially in the form attached hereto and made part of as Exhibit 1.

SECTION 3: The President and Clerk of the Village are hereby authorized to execute for and on behalf of the Village the aforesaid agreement.

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

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

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

PASSED THIS 19th day of May 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of May 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-064, "A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May 2020.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit 1

AGREEMENT

between

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

AND

VILLAGE OF TINLEY PARK

May 1, 2018 through April 30, 2022

Table of Contents

PREAMBLE	6
AGREEMENT	6
ARTICLE I	6
- RECOGNITION	6
SECTION 1.1: RECOGNITION	6
SECTION 1.2: NEW CLASSIFICATIONS	6
SECTION 1.3: QUALIFICATIONS	7
ARTICLE II	7
- UNION RIGHTS	7
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS	7
SECTION 2.2: TIME OFF FOR UNION ACTIVITIES	7
SECTION 2.3: UNION BULLETIN BOARDS	8
SECTION 2.4: UNION STEWARDS	8
ARTICLE III	8
- UNION DUES/FAIR SHARE CHECKOFF	8
SECTION 3.1: DEDUCTIONS	8
SECTION 3.2: FAIR SHARE	9
SECTION 3.3: UNION INDEMNIFICATION	9
ARTICLE IV	9
- HOURS OF WORK AND OVERTIME	9
SECTION 4.1: WORKDAY/WORKWEEK	9
SECTION 4.2: LUNCH PERIOD/REST PERIOD	10
SECTION 4.3: OVERTIME COMPENSATION	10
SECTION 4.4: OVERTIME REST PERIOD	11
SECTION 4.5: OVERTIME ASSIGNMENT	11
SECTION 4.6: CALLBACK	13
SECTION 4.7: STANDBY	14
ARTICLE V	14
- SENIORITY	14
SECTION 5.1: DEFINITION	14
SECTION 5.2: BREAKS IN SERVICE	14
SECTION 5.3: SENIORITY LIST	15
SECTION 5.4: PROBATIONARY PERIOD	15
ARTICLE VI	15
- FILLING OF VACANCIES	15

SECTION 6.1: POSTING.....	15
ARTICLE VII	16
- LAYOFF AND RECALL.....	16
SECTION 7.1: DEFINITION AND NOTICE.....	16
SECTION 7.2: LAYOFF PROCEDURE	16
SECTION 7.3: RECALL	16
ARTICLE VIII.....	17
- DISCIPLINARY PROCEDURES.....	17
ARTICLE IX	17
- GRIEVANCE PROCEDURE	17
SECTION 9.1: DEFINITION	17
SECTION 9.2: PROCESSING OF GRIEVANCE	18
SECTION 9.3: GRIEVANCE STEPS	18
SECTION 9.4: GRIEVANCE FORMS	19
SECTION 9.5: TIME LIMITS.....	20
SECTION 9.6: PAID TIME.....	20
ARTICLE X.....	20
- HOLIDAYS AND PERSONAL DAYS.....	20
SECTION 10.1: GENERAL INFORMATION	20
SECTION 10.2: SPECIFIC APPLICATIONS	20
SECTION 10.3: HOLIDAY PAY	21
SECTION 10.4: PERSONAL DAYS	21
SECTION 10.5: SICK LEAVE INCENTIVE DAY.....	21
ARTICLE XI	21
- VACATIONS	21
SECTION 11.1: VACATION ACCRUAL.....	21
SECTION 11.2: VACATION USAGE	22
SECTION 11.3: VACATION PAY	23
ARTICLE XII	23
- LEAVES OF ABSENCE.....	23
SECTION 12.1: SICK LEAVE	23
SECTION 12.2: FUNERAL LEAVE.....	23
SECTION 12.3: MILITARY LEAVE	24
SECTION 12.4: JURY OR WITNESS DUTY LEAVE.....	24
SECTION 12.5: FAMILY AND MEDICAL LEAVE	24
SECTION 12.6: TIME OFF TO VOTE.....	24

SECTION 12.7: DISCRETIONARY LEAVE OF ABSENCE	24
ARTICLE XIII.....	24
- HEALTH INSURANCE	24
SECTION 13.1: HEALTH INSURANCE COVERAGE	24
SECTION 13.2: RETIREE HEALTH INSURANCE	25
SECTION 13.3: TERM LIFE INSURANCE	25
ARTICLE XIV.....	25
- EMPLOYEE TRAINING AND EDUCATION.....	25
SECTION 14.1: POLICY	25
SECTION 14.2: REIMBURSED TRAINING.....	26
SECTION 14.3: EDUCATIONAL INCENTIVE.....	26
ARTICLE XV	27
- SAFETY	27
SECTION 15.1: UNSAFE CONDITIONS.....	27
ARTICLE XVI.....	27
- LABOR-MANAGEMENT MEETINGS	27
SECTION 16.1: MEETING REQUEST.....	27
SECTION 16.2: CONTENT	27
SECTION 16.3: REPRESENTATION.....	27
ARTICLE XVII	27
- SUBCONTRACTING and SUMMER HELP.....	27
SECTION 17.1: SUBCONTRACTING	27
SECTION 17.2: SUMMER HELP / SEASONAL HELP	28
ARTICLE XVIII	28
- UNIFORMS, TOOLS AND EQUIPMENT	28
SECTION 18.1: CLOTHING	28
SECTION 18.2: PROTECTIVE CLOTHING	28
ARTICLE XIX.....	28
- PERSONNEL RECORDS.....	28
SECTION 19.1: PERSONNEL RECORDS	28
SECTION 19.2: ACCIDENT REPORTS.....	28
ARTICLE XX.....	29
- EMPLOYEE ASSISTANCE PROGRAM	29
SECTION 20.1:.....	29
ARTICLE XXI -	29
NON-DISCRIMINATION	29

SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION	29
SECTION 21.2: UNION ACTIVITY	29
SECTION 21.3: RESIDENCY	29
SECTION 21.4: OUTSIDE EMPLOYMENT	30
SECTION 21.5: LIGHT DUTY	30
ARTICLE XXII	30
- NO STRIKE / NO LOCKOUT	30
SECTION 22.1: NO STRIKE	30
SECTION 22.2: NO LOCKOUT	30
ARTICLE XXIII	30
- MANAGEMENT RIGHTS	30
ARTICLE XXIV -	31
WAGES	31
SECTION 24.1: WAGE RATES	31
SECTION 24.2: EDUCATIONAL INCENTIVE COMPENSATION	33
SECTION 24.3: LONGEVITY PAY	34
ARTICLE XXV	34
- DRUG AND ALCOHOL POLICY	34
ARTICLE XXVI -	34
SAVINGS CLAUSE	34
ARTICLE XXVII -	34
ENTIRE AGREEMENT	34
ARTICLE XXVIII -	35
CIVIL SERVICE COMMISSION	35
ARTICLE XXIX -	35
PERSONNEL MANUAL	35
ARTICLE XXX -	35
TERMINATION	35
APPENDIX A	37
GRIEVANCE FORM	37
APPENDIX B	38
DISABILITY ORDINANCE	38
APPENDIX C	39
FMLA POLICY	39
APPENDIX D -	40
DRUG AND ALCOHOL POLICY	40

I. PROHIBITIONS 40

II. CATEGORIES OF TESTING 41

III. TESTING PROCEDURES 44

IV. CONSEQUENCES OF POSITIVE TEST RESULTS..... 49

V. CONFIDENTIALITY OF RECORDS 50

VI. EMPLOYEE ASSISTANCE PROGRAM 51

APPENDIX E 52

ASSET TRACKING AND ELECTRONIC MONITORING SOFTWARE 52

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits and working conditions, to provide efficient and professional customer service to the residents of the Village of Tinley Park, to ensure responsible, effective and reliable operations in the Public Works Department, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Village of Tinley Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I - RECOGNITION

SECTION 1.1: RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

All full time and regular part time employees in the following job titles/classifications: Seasonal II, Maintenance Worker, Mechanic, Maintenance, and Tool Inventory Attendant.

Excluded: All other employees of the Village including all confidential, managerial, supervisory, professional, short-term, security and craft employees as defined by the Illinois Public Labor Relations Act.

All Seasonal IIs are recognized to be part time employees and subject to the requirements of the job description for the Seasonal II position. All Inventory Technicians and Maintenance Technicians are recognized by the Village as part of the bargaining unit.

SECTION 1.2: NEW CLASSIFICATIONS

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition with the Illinois State Labor Relations Board. The Village and the Union shall agree to the rate of pay for the new classification prior to any employee being assigned to it. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

SECTION 1.3: QUALIFICATIONS

The Village and the Union agree that a well-trained work force benefits both the Village and the Union. As such, the Village shall maintain a list of skill qualifications based on the operational needs of the Village. The Village shall post this list with the agreement of the Union. Each bargaining unit member shall have the opportunity, as determined by management, to receive training in support of his or her skill advancement. Upon successfully demonstrating mastery of a skill qualification and receiving written verification from an employee's supervisor, the Village shall designate a bargaining unit member as "qualified" for said particular skill. The Village shall use the qualifications list in order to determine job assignments and overtime opportunities as described herein. The Village shall update the qualifications list approximately once a month. A bargaining unit member shall not be deemed "qualified" until his or her qualifications are designated as such on the posted list. Certain qualifications may require annual recertification. The Village has the right to revoke a qualification certification and require recertification when applicable.

ARTICLE II - UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

It is to the benefit of the parties that issues of concern be discussed prior to entering into the formal grievance procedure. Discussions between bargaining unit employees and Stewards, with or without supervision, may be conducted during working time, provided that the discussions do not interfere with any employee's assignments or duties. The Union shall not engage in Union activities on Village time or its property which will interfere with the employees' assignments or duties.

Authorized agents of the Union shall have reasonable access, with prior notice to the Director of Public Works, or the Director's designee, to the Employer's Public Works Facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Village's activities.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall, with the prior approval of the Director of Public Works, or the Director's designee, which approval shall not be unreasonably denied, be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives at least two weeks prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off other than sick leave or disability leave (Personal, Vacation Days) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARDS

The Village shall provide the Union with space for a bulletin board at the following work locations in the Public Works Facility:

- 1) garage area; and
- 2) Lunchroom.

The boards or space shall be for the sole and exclusive use of the Union. Such postings shall not be political or inflammatory, nor shall they disparage or insult any person or the Village, or be obscene, vulgar or unprofessional. The Director of Public Works may remove any posting that fails to comply with this requirement. A courtesy copy of the posting shall be given to the Director of Public Works.

SECTION 2.4: UNION STEWARDS

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to four (4) Stewards and will provide written notice to the Village Manager to identify the Stewards.

ARTICLE III - UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Village agrees to deduct Union membership dues twice each month from the pay of those employees who are Union members and who have on file with the Village a voluntary checkoff authorization. The Union shall certify the current amount of Union deductions for each employee.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

If an employee has no compensation due for a given pay period, the Village shall inform the Union of this fact and shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

SECTION 3.2: FAIR SHARE

Upon the Village's receipt of appropriate authorization and consent from employees who are not members of the Union but desire to make fair share payments to the Union, the Village will deduct from the pay of those employees their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to the fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Village from earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Village with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: UNION INDEMNIFICATION

The Union shall indemnify, defend and hold the Village harmless against any and all claims, demands, and suits that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY/WORKWEEK

- (A) The normal workday for bargaining unit employees is eight and one-half (8.5) consecutive hours, and the normal workweek is five (5) days, Monday through Friday.
- (B) The normal workday for bargaining unit employees is from 7:00 a.m. to 3:30 p.m., Monday through Friday. Additional or different shifts may be established by the Village from time to time upon consultation with the Union, with a starting time between 6:00 a.m. and 8:00 a.m. and the end time to be eight and one-half (8.5) hours after the designated start time.

- (C) Continuation of Day: Employees scheduled to work may be called-in up to one-hour prior to their original workday start time without the Village having to resort to the overtime list in Section 4.5 below. Assignments, tasks or re-assignments designated by management before or prior to the end of the workday will constitute a Continuation of Day and are not subject to the overtime call-out list provisions in 4.5 below. Employees called-in early or held over shall be paid for those hours at an overtime rate of pay. Village events of which Public Works is made aware of by 5pm the day before the event for which overtime may be required will not be subject to this Continuation of Day section and will utilize the overtime list described in Section 4.5.

SECTION 4.2: LUNCH PERIOD/REST PERIOD

The normal unpaid lunch period shall be from 12:00 noon to 12:30 p.m. Lunch may be taken at other times upon request, provided that it does not interfere with the employee's duties, or at the supervisor's direction. Employees may be required to punch in and out for lunch. Employees may use a village vehicle to get lunch if the employee stays within Village limits, with the permission of their immediate supervisor, which permission shall not be unreasonably denied. If an employee works through lunch, he/she shall be paid for all such time worked at the appropriate rate of pay. Employees shall receive two fifteen (15) minute paid breaks, one during the first half of the shift and the second during the second half of the shift. Lunch and rest periods shall be uninterrupted, or shall be extended or rearranged if interrupted, or upon agreement of the employee and the supervisor the employee may be allowed to leave work early. Employees shall be allowed sufficient clean up time prior to lunch.

SECTION 4.3: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) Except as otherwise set forth in this Agreement, a bargaining unit employee shall be paid at one and one-half (1 ½) his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a workweek. A workweek is hereby defined as the seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday. Wages and/or benefits shall not be paid more than once for the same hours under any provision of this Agreement.
- (B) For purposes of this Section, "hours worked" for purposes of calculating overtime shall include paid time actually worked, paid vacation time, paid compensatory time, paid personal time, paid holiday time, and paid rest period time under Section 4.4. No other time, under any circumstances, shall be counted as hours worked for purposes of calculating an employee's entitlement to overtime.

- (C) Overtime shall be compensated in compensatory time at the rate of one- and one-half hours of compensatory time for each hour of overtime worked. Employees may not accrue more than sixty (60) hours of compensatory time. Employees may use compensatory time in increments of two (2) hours, or different increments if approved in advance by the Supervisor.

SECTION 4.4: OVERTIME REST PERIOD

Employees who are required to work more than twelve (12) hours in a twenty-four (24) hour period (measured from 7:00 am to 7:00 am) shall be allowed an eight (8) hour rest period at the end of their work requirement, except in emergency situations. If the eight (8) hour rest period extends into the employee's normal workday, the employee may take the full rest period and shall be paid starting at his normal shift start time. The employee must complete his or her work assignment, even if it extends beyond twelve (12) hours in duration, before beginning the rest period.

SECTION 4.5: OVERTIME ASSIGNMENT

Snow removal operations and overtime will be scheduled and conducted per the current Snow and Ice Control Program.

The purpose of this agreement is to provide guidance and assistance to those persons or employees required by the Village to work overtime. It is the Village's policy that no overtime can be worked without the approval and authorization of public works management. Overtime assignments will be distributed among all employees who are qualified to perform the required work. Employee qualification to work any particular assignment shall be determined by the foreman responsible for the area.

If an employee works overtime without first getting management's approval, they may be subject to disciplinary action, up to and including possible termination of employment.

Overtime will be offered in a manner that will ensure the public works department completes the required work. Overtime work will be distributed by the management staff using the following priority list to aid in the decision in which employee will be assigned.

1. Safety of the Village (personnel and residents)
2. Urgency of the work
3. Qualifications of the personnel
4. Where the list left off (next employee under the line)
5. Time in classification seniority of the employee

In cases of true emergencies (e.g., unexpected wind storms that knock down trees and power lines.) the Village may call employees out of order on the list.

When it has been determined by management that overtime must be worked in order to meet the needs of our customer, we will follow these guidelines if overtime can be ***scheduled***:

1. There is only one list for scheduled and unscheduled overtime. Employees will initially be listed by seniority. Thereafter, the list will rotate constantly. Scheduled overtime will be assigned Wednesday before 3:30. For example, after picks are made on Wednesday, the standby person will make call outs from the point the list ended or line was placed. The line will always be the starting point where unscheduled/scheduled picks for opportunities of overtime are made.
2. Management will post the sign-up sheet with a description, date, times and minimum qualifications if any.
3. After employees have signed up, the supervisor will compare the sign-up sheet with the employee qualification list referenced in Section 1.3
4. Management will create a list of those employees who will work the scheduled overtime by qualifications and time in classification with the senior most qualified employee listed as the first individual who will work the overtime opportunity for the first instance after this Agreement at which point it will start to rotate. All other qualified employees will be placed on the list in greatest seniority by time in classification order.
5. Management will post the scheduled overtime list with the name(s) of those who will work the event highlighted, circled or identified in some manner.

These are the guidelines if the work is ***unscheduled***:

1. Depending on the nature of the unscheduled event, any of Management, an employee assigned standby and/or a Superintendent or foremen may determine, in accordance with Standard Operating Protocol (SOP) or directions from the Director or Assistant Director of Public Works, that additional manpower is required to complete work.
2. A standby employee or member of management team may contact qualified employees to work unscheduled overtime.
3. Only those employees who have the requisite qualifications shall be considered for an unscheduled overtime event and the qualification list referenced in Section 1.3 shall be the reference for determining who possess the qualification.
4. Qualified employees will be contacted in order of the list.
5. If no employee accepts the overtime opportunity, the least senior qualified individual may be forced-in to work the event. Where insufficient numbers of employees are available to work the unscheduled overtime opportunity the Village has the right to outsource the work.
6. In instances where specific qualifications are required or the event warrants a particular type of knowledge or skill, the standby employee, or member of the management team, will contact the next employee on the list with the greatest experience or best skill in that particular area of qualification.

7. In instances where no particular requirements are required to work the overtime, the list shall be used in order.

There will be only one overtime list. There will no longer be separate lists for scheduled and unscheduled overtime.

8. An employee that wants to be scheduled off for the weekend and not be forced in for scheduled events must request time off and use a Friday or Monday prior to the event. Request for "no snow" shall be limited to fifteen (15) days per year. If an employee has designated a date as a "no snow" date the employee is also unavailable for overtime opportunities on the same date.
9. The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the bargaining unit personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.
10. The Village may hold over employees working on overtime as determined necessary without resorting to the list.
11. All bargaining unit employees, including Seasonal II employees, shall be eligible to work both scheduled and unscheduled overtime opportunities.
12. If after going through the entire list once there are insufficient qualified employees to work the overtime, the least senior time in classification full-time qualified employee(s) shall be required to work the overtime assigned.
13. Employee qualification lists will be updated approximately every thirty (30) days. When an employee obtains a new qualification, he or she shall inform management in writing and his or her supervisor shall verify the qualification skill has been acquired before the employee's name is added to the list of those qualified in a particular skill.
14. During the snow operations period designated in Section 11.2, if Mechanics are removed from snowplow operations, then all Mechanics shall be part of a separate Mechanics standby list to be responsive to mechanical breakdowns, which may occur in the course of completing snow removal operations. Violations of this overtime agreement shall not be subject to the grievance procedure. Should the union prove that the Village skipped an employee on either scheduled or unscheduled overtime, that employee shall be entitled to \$10. The fine shall be doubled every time the Union proves that the Village has skipped an employee, but in no event shall the fine be more than \$100 per occurrence (i.e., \$10, \$20, \$40, \$80, \$100). These fine provisions shall not be applicable to alleged violations based on the actions of bargaining unit members or on any failure to update the list.

SECTION 4.6: CALLBACK

Callback pay is defined as compensation received for non-scheduled work during off duty periods, where the employee is required to return to work after being dismissed for the day. When an employee is called back for duty, he or she shall receive two (2) hour minimum

guarantee at the appropriate rate, or be paid for the actual number of hours worked, whichever is greater. Multiple calls or tasks within the same two (2) hour period will not be paid for more than once.

SECTION 4.7: STANDBY

One employee shall be assigned to standby duty for streets/water, and one employee shall be assigned to standby for facilities/electrical. Assignment shall be from a list established at the beginning of each calendar year composed of the names of qualified employees who wish to be assigned standby duty. The Village shall assign employees from this list on a weekly rotating basis. The employee in streets/water and utilities shall perform such duties as are assigned by the Village on Holidays, Saturdays and Sundays and shall receive five (5) hours of overtime per day for doing so. The employee assigned to facilities/electrical shall perform such duties as are assigned by the Village on Saturday and Sunday and shall receive five (5) hours of overtime per day for doing so. If no qualified employee(s) volunteer for standby duty, the Village retains the right to assign standby duty to the least senior qualified bargaining unit member, which shall rotate so that the same employee is not called out in consecutive weeks.

ARTICLE V - SENIORITY

SECTION 5.1: DEFINITION

For the purpose of this Agreement, seniority for full time employees shall be defined as an employee's length of full time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire (i.e. start date and time).

Time in job title/classification shall be used to define seniority for overtime assignments where qualifications are equal and for determining least seniority for force-ins.

Seniority for Seasonal II employees shall be defined as their length of service in the Seasonal II position. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person commences employment on the same day, seniority preference will be established by their placement on the eligibility list at the time of hire.

SECTION 5.2: BREAKS IN SERVICE

An Employee's seniority and service record shall be broken by:

- (A) Voluntary resignation; or
- (B) Discharge for just cause for non-probationary employees (no just cause for probationary employees); or
- (C) Retirement; or

- (D) The employee is laid off for a period of twenty-four (24) months, or length of seniority whichever occurs first; or
- (E) The employee is laid off and fails to report to the Village of his intention to return to work within seven (7) calendar days after recall and to report for duty within two weeks after recall.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

On or about May 1 of each year, the Village will post a seniority list of all full-time employees in the bargaining unit, and a separate list for Seasonal IIs, setting forth each employee's seniority date. The Village shall provide copies of the lists to all Union stewards. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within twenty (20) business days after the Union's receipt of the list.

SECTION 5.4: PROBATIONARY PERIOD

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. Probationary employees may be disciplined or discharged with or without cause and with or without notice.

A probationary employee shall have no seniority, except for purposes of bidding for scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

ARTICLE VI - FILLING OF VACANCIES

SECTION 6.1: POSTING

New job classifications may be established by the Village and are subject to Section 1.2 above. Eligible employees who wish to apply for such positions may do so.

The Village agrees to make all new departmental openings available to internal applicants for two (2) weeks before posting to the general public. The Village retains the right to hire an internal applicant and not post an open position to the public. Additionally, the Village retains the right to post a job opening to the public and consider both internal and external applicants at the same time. All things equal, the internal candidate will have preference over an external candidate.

ARTICLE VII - LAYOFF AND RECALL

SECTION 7.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month unless such notice is impossible.

SECTION 7.2: LAYOFF PROCEDURE

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any full-time bargaining unit employee(s), all seasonal, temporary, probationary or part-time employees in the affected classification shall be laid off. Seasonal Employees shall be laid off in order of inverse seniority within their classification before any full-time bargaining unit member is laid off.

When the least senior employee(s) in an affected classification is laid off, that employee will have the opportunity to displace any less-senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

SECTION 7.3: RECALL

Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Village within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination to determine current fitness to perform work.

ARTICLE VIII - DISCIPLINARY PROCEDURES

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed on non-probationary employees only for just cause. The ordinary progression of discipline would include the steps set forth below. The parties also recognize, however, that the discipline administered should reflect the seriousness of the offense and therefore no employee is guaranteed only minor discipline for a first offense. Progressive discipline normally includes the following steps:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy given to the employee.
- (B) Written reprimand with copy of such filed in the employee's personnel file, with copy given to the employee.
- (C) Suspension without pay with documentation of such filed in the employee's personnel file, with copy given to the employee.
- (D) Discharge with documentation of such filed in the employee's personnel file, with copy given to employee.

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain authority over the employees hired pursuant to its authority. Employees hired through the Civil Service Commission who become subject to disciplinary action in excess of a suspension of five (5) days may elect to utilize the Civil Service Hearing Rules. Those employees hired outside of the Civil Service Commission authority shall utilize the grievance procedure established in this agreement to review any disciplinary action in excess of a suspension of five (5) days. Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. All employees are hereby informed of their right to Union representation in any meeting which they reasonably believe may lead to discipline.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 9.1: DEFINITION

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of this Agreement. No matter that is subject to the jurisdiction of the Civil Service Commission shall be subject to the grievance procedure.

SECTION 9.2: PROCESSING OF GRIEVANCE

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 9.3: GRIEVANCE STEPS**STEP ONE: FOREMAN**

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's immediate supervisor within ten (10) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

STEP TWO: SUPERINTENDENT

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the appropriate Division Superintendent within ten (10) business days of the Step One response.

The Superintendent shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Superintendent shall submit a written response within ten (10) business days of the conference.

STEP THREE: DIRECTOR OF PUBLIC WORKS

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Director of Public Works or his designee, within ten (10) business days of the Step Two response. The Director or Assistant Director shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Director or Assistant Director shall submit a written response within ten (10) business days of the conference.

STEP FOUR: VILLAGE MANAGER

If the grievance remains unsettled after the response in Step Three, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Three response. The Manager, or his or her designee, shall schedule a conference within fifteen (15) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference.

STEP FIVE: ARBITRATION

If the grievance remains unsettled after the response in Step Four, the Union may refer the grievance to arbitration within twenty (20) business days of the Step Four response. The parties shall attempt to agree upon an arbitrator within ten (10) business days of the Village's receipt of the referral to arbitration. If the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or another mutually agreed upon service. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses and representatives.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitration shall be binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

SECTION 9.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union and attached as Appendix A. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), a statement of the

Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant or the Union representative who filed the grievance. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 9.5: TIME LIMITS

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, shall be strictly applied but may be waived or extended by agreement between the Village and the Union. If the Union fails to advance a grievance within the time frames set forth above, the grievance will be considered withdrawn and the Village shall have no further obligation to process or arbitrate it. If the Village fails to answer a grievance within the time frames set forth above, the grievance will be considered denied based on the Village's last answer at the prior step.

SECTION 9.6: PAID TIME

The grievant(s) and one Union Steward shall be paid for time spent in grievance meetings that are scheduled during work time.

ARTICLE X - HOLIDAYS AND PERSONAL DAYS

SECTION 10.1: GENERAL INFORMATION

All full-time employees shall receive the following eleven (11) paid holidays:

New Year's Eve (1/2 day)	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Good Friday	Christmas Eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	President's Day
Labor Day	
Martin Luther King Day	

SECTION 10.2: SPECIFIC APPLICATIONS

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

- (B) To be eligible for holiday pay, employees must work their full scheduled day prior to the holiday and their full regularly scheduled day after the holiday, unless on approved vacation leave. If absent either or both of these days due to claimed illness, the Village may require acceptable written verification signed by a doctor as proof of such illness.

SECTION 10.3: HOLIDAY PAY

Any employee who is required to work on a holiday as defined above shall be paid time and one half for all hours so worked, or an equivalent amount of compensatory time at the employee's election, in addition to holiday pay.

SECTION 10.4: PERSONAL DAYS

Each full-time employee shall receive two personal days each fiscal year.

SECTION 10.5: SICK LEAVE INCENTIVE DAY

Full time employees who have had not called off sick in the previous calendar year shall receive one (1) additional personal day (referred to as an "Administrative Day") which shall be awarded in the month of January as issued by Human Resources per the Personnel Policy.

ARTICLE XI - VACATIONS

SECTION 11.1: VACATION ACCRUAL

Full time bargaining unit employees shall earn vacation as follows:

Years of Service	Vacation earned
After 1 year	Five (5) days
At 2 years, but less than 7 years	Ten (10) days
At 7 years, but less than 11 years	Fifteen (15) days
At 11 years, but less than 15 years	Twenty (20) days
15 or more years	Twenty-five (25) days

The employee's anniversary date of full-time employment shall be the basis of determining the number of completed years and months of service.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the

Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

SECTION 11.2: VACATION USAGE

Full Time Employees:

Vacation time is available for use by the employee after it has been earned. Vacation days may not be taken in less than half day increments. Upon termination of employment, the employee will receive pay for any unused, earned and/or accrued vacation time.

All vacation time must be taken prior to the employee's anniversary date. Vacation carry-over, not to exceed five (5) days, is permitted with the prior approval of the Village Manager. Vacation carry-over will be allowed for any days that the Village prohibited an employee from taking vacation.

Employees may not take more than two (2) consecutive weeks of vacation.

Whenever a paid holiday falls during an authorized vacation leave, the employee's vacation leave on the date of the paid holiday will be considered a holiday for payroll purposes, and will not be charged to the employee's accumulated vacation time.

The number of employees who are granted vacation at the same time may be limited. Vacation time will be scheduled so that the mission of the respective department is not adversely affected. Vacation requests may be denied based on operational needs. No more than five (5) bargaining unit employees may be off work during the winter period (November 1 through April 1; union will ensure sufficient manpower to complete all snow and ice control requirements); however, additional employees may be allowed to be off during this period provided that they agree to remain available in the event that snow and ice control are required. Employees on medical leave are counted in the total of five (5) bargaining unit employees permitted to be off work during the winter period.

During the month of May, seniority may be used to reserve vacation dates for the following calendar year. After June 1st, vacation requests will be considered on a first come first served basis. Where an employee has requested and been allotted vacation days during the November through April winter period and, where through no act of the employee with designated vacation time, the Village will suffer the absence of more than five (5) bargaining unit members from duty, the employee shall have the right to maintain the previously granted vacation time. In such an instance, the Village may refuse any and all additional requests for vacation time by employees not previously granted a vacation request. All vacation requests require authorization from the supervisor. Use of a vacation day for sick time call-in is permitted. The allotted "no snow" days are not vacation days.

Vacation time may not be purchased from the employer.

Exceptions to this policy must be approved by the Village Manager.

Part-Time Employees:

Part-time employees that regularly work in excess of 20 hours per week and have been employed by the Village for three continuous uninterrupted service years are eligible for the following benefits:

After three (3) years of service:	40 hours
After seven (7) years of service:	50 hours
After eleven (11) years of service:	60 hours

SECTION 11.3: VACATION PAY

Vacation pay shall be paid at the rate of the employee's straight-time hourly rate in effect for the employee's job classification. Vacation pay shall be reflected in the employee's next regular payroll check after the vacation is taken and will not be paid in advance. In the event of death, any vacation earned but unused shall be paid to the estate of the deceased employee.

ARTICLE XII - LEAVES OF ABSENCE

SECTION 12.1: SICK LEAVE

The Village shall not change the current sick leave or disability leave benefits that existed as of May 1, 2008, pursuant to Ordinance No. 70-0-002, a copy of which is attached hereto as Appendix B. Sick leave and disability leave are available to eligible full time employees only.

The Village may request verification of the need for sick or disability leave, and/or verification of an employee's ability to return to duty after a sick or disability absence, when it determines in its reasonable discretion that such verification is necessary. The Village will pay the reasonable costs of any such required verification.

SECTION 12.2: FUNERAL LEAVE

When death occurs in the immediate family of any full-time bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Immediate family includes mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, stepmother, stepfather, stepchild. Two (2) days off without loss of pay shall be granted when a death occurs to the employee's grandfather-in-law, or grandmother-in-law. One (1) day off without loss of pay shall be granted for other family members. The

Village may require verification of death in a form suitable to the Village when it determines that such verification is necessary.

SECTION 12.3: MILITARY LEAVE

Military leave shall be granted according to applicable law and the Village's Personnel Manual.

SECTION 12.4: JURY OR WITNESS DUTY LEAVE

A full-time employee whose service on a jury or appearance as a witness for the Village occurs during hours that the employee would have been regularly scheduled to work shall receive full pay in addition to any fees received. This provision shall not apply to an employee's court appearances on personal matters or where the employee is the plaintiff or claimant and the Village is a defendant, or where the Village is suing the employee.

SECTION 12.5: FAMILY AND MEDICAL LEAVE

The Village will provide family and medical leave in accordance with the Family Medical Leave Act and the Village's policy, which is attached hereto as Appendix C.

SECTION 12.6: TIME OFF TO VOTE

Employees will be granted necessary time off without pay to vote in formal local, state and national elections.

SECTION 12.7: DISCRETIONARY LEAVE OF ABSENCE

Employees may request through the Department Head a leave of absence upon exhaustion of paid benefits. The decision of whether to grant or not grant the leave, along with the decision of whether to impose any conditions or requirements relating to the duration of the leave or the employee's rights upon return, shall be made by the Village Manager in his sole discretion, prior to granting such leave.

ARTICLE XIII - HEALTH INSURANCE

SECTION 13.1: HEALTH INSURANCE COVERAGE

Full time employees covered by this Agreement shall be allowed to participate in the group health insurance plan offered from time to time by the Village. The Village shall have

the right to unilaterally change or alter the insurance plan, carrier(s) or coverages offered, but agrees to meet and confer with the Union prior to making any such change. The Village shall have the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar to those currently provided. Employees will be given advance notice of such cost containment measures before they are instituted. During the term of this Agreement, the Village shall pay 90% of the applicable premium, and the employee shall pay 10%. Employees electing to opt out of health insurance coverage shall receive \$936 per year in lieu of health insurance. Without limitation to any of the foregoing, the parties agree that in the event that any health insurance benefit provided by the Village may lead to or result in any kind of penalty or fine under the Affordable Care Act they will reopen this Agreement for the limited purpose of renegotiating said benefit only.

SECTION 13.2: RETIREE HEALTH INSURANCE

The Village shall have the right to repeal or amend Ordinance No. 77-O-015 so that employees hired by the Village on or after May 1, 2010 are not eligible for any Village premium contribution toward retiree health insurance. If the Village makes this change it shall be applicable to all persons hired by the Village after May 1, 2010.

SECTION 13.3: TERM LIFE INSURANCE

The Village will provide term life insurance coverage for each full-time bargaining unit employee in an amount of \$50,000.00. The Village will contribute 100% of the total cost for this benefit. Dependent life insurance for an employee's spouse and for each dependent child will also be available to each full-time bargaining unit member at his/her cost.

A voluntary Supplemental Life Insurance program will continue to be offered eligible full-time employees at rates regulated by the insurance carrier. Full time bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

ARTICLE XIV - EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: POLICY

The Village shall endeavor to provide opportunities for in-service training with the objective of furthering the qualifications of employees, which training shall be provided based on Village needs and other factors as determined by the Village. Employees shall be afforded employee training and education programs as determined to be necessary by the Village.

Because the goal of training is to provide a well-trained workforce, the Village will maintain a list of qualifications it deems necessary to the normal operations of the Village. Each bargaining unit members' qualifications shall be tracked and denoted on a list as stated in Section 1.3 above. After completion of any training program, a bargaining unit member must demonstrate his or her mastery of a particular skill to his or her supervisor and receive certification that the employee is qualified before the Qualifications list will be updated to reflect the bargaining unit employee's additional qualification. Qualification may be removed and recertification may be required where annual recertification is required or when a skill deficiency has been discovered such that recertification is necessary as determined by management.

SECTION 14.2: REIMBURSED TRAINING

- (A) The Village agrees to compensate all employees for all time spent in training, schools, and courses which the Village requires an employee to attend. The Village may provide a vehicle for the employee or employees to use to attend the seminar when the Village determines that doing so would be more efficient. When an employee elects to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking, lodging if necessary, and garage charges. Receipts are required for all reimbursements. Employees shall not receive any additional compensation for training courses or school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's non-scheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.
- (B) The Village shall reimburse all full-time bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Drivers Licenses. Any and all testing will be on Village time and the Village will pay all fees for the test.
- (C) The Village shall reimburse all full-time bargaining unit employees the additional cost of obtaining and/or renewing any license required by the Village for the employee to perform his/her job. Any and all testing will be on Village time and the Village will pay all fees for the test.

SECTION 14.3: EDUCATIONAL INCENTIVE

All full-time bargaining unit employees who voluntarily participate in an education and training program may apply for reimbursement for tuition. Expenses will be reimbursed pursuant to the Village's policy on Tuition Reimbursement, provided that all the requirements of said policy are satisfied. Receipts are required for reimbursement.

ARTICLE XV - SAFETY**SECTION 15.1: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. The employee shall follow the direction of the supervisor unless the employee reasonably and justifiably believes there is imminent danger.

ARTICLE XVI - LABOR-MANAGEMENT MEETINGS**SECTION 16.1: MEETING REQUEST**

The Union and the Village shall meet every six (6) months in the interest of promoting harmonious relations. Attendance by employees shall be limited to no more than four (4) Union Stewards. Additionally, if the Union or Village desire to meet more often, the party shall request a meeting at least seven (7) calendar days in advance of the meeting and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

SECTION 16.2: CONTENT

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Safety concerns shall be raised through the Safety Committee, which shall continue to meet on a monthly basis, and may also be raised at the labor-management meetings.

SECTION 16.3: REPRESENTATION

The Village shall be represented by the Human Resources Officer and the Director of Public Works and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

ARTICLE XVII - SUBCONTRACTING and SUMMER HELP**SECTION 17.1: SUBCONTRACTING**

Notwithstanding any other provision in this Agreement, at any time during the term of this Agreement or thereafter, the Village shall have the unqualified right to subcontract or

reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, no full-time bargaining unit employees shall be laid off or experience a reduction in the number of straight time hours worked as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. In the case of intra-Village department transfers (meaning work currently performed by the Public Works Department being transferred to another Village department) overtime hours will be included in this section.

SECTION 17.2: SUMMER HELP I HELP

The Village may employ summer help, seasonal help and/or part time employees. The Village will not employ more than ten (10) Seasonal II employees at any given time.

ARTICLE XVIII - UNIFORMS, TOOLS AND EQUIPMENT

SECTION 18.1: CLOTHING

The Village shall provide full time bargaining unit members an annual reimbursement of \$425 for work clothing and/or boots. The Village will issue payment in the amount of \$425 to bargaining unit members on or about May 1st of each calendar year. The Village will provide full time bargaining unit members with ten (10) T-Shirts, two (2) sweatshirts and two (2) caps to each employee each year.

SECTION 18.2: PROTECTIVE CLOTHING

The Village shall provide all necessary (as determined by the Village) items of protective clothing and safety gear, excluding shoes, which are the responsibility of the employee. The Village shall replace the clothing as necessary.

ARTICLE XIX - PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available for an employee and/or his/her designee to review pursuant to the Personnel Record Review Act.

SECTION 19.2: ACCIDENT REPORTS

Accident reports shall be presented to the affected employee for signature, and the employee will be given a copy of the report. The signature of the employee shall establish receipt of the report and shall not be construed as an admission of any fault or wrongdoing. An employee's refusal to sign will be noted on the report and shall not invalidate the report.

ARTICLE XX - EMPLOYEE ASSISTANCE PROGRAM**SECTION 20.1:**

Bargaining unit employees may participate in the Village's Employee Assistance Program. The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate or take any adverse employment action against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

ARTICLE XXI - NON-DISCRIMINATION**SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 21.2: UNION ACTIVITY

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

SECTION 21.3: RESIDENCY

Employees shall not be required to live in the Village. All bargaining unit members who live outside of the Village will be able to report to work within a 45-minute response time to the Public Works Garage (time clock). Employees who live in the Village shall report according to current practice. Employees who choose to live outside of the Village shall reside no further than 30 miles from any border of Tinley Park. Residency in Indiana is not permitted.

SECTION 21.4: OUTSIDE EMPLOYMENT

Bargaining unit employees may engage in outside employment as long as the outside employment is not conducted during Village working hours and does not interfere with their work duties. Outside employment shall be governed by Section 2.9 of the Village's Personnel Manual.

SECTION 21.5: LIGHT DUTY

Employees suffering from a duty or non-duty related injury or illness may be assigned to light duty pursuant to the terms and conditions of the existing Village of Tinley Park Light Duty Policy. However, no employee shall be required to work a light duty shift other than that to which he or she was assigned prior to the injury or illness requiring the light duty assignment, unless said employee voluntarily accepts said assignment.

ARTICLE XXII - NO STRIKE / NO LOCKOUT**SECTION 22.1: NO STRIKE**

Neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, during the life of this Agreement. The Union agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

SECTION 22.2: NO LOCKOUT

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

ARTICLE XXIII - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees, including, but are not limited to, the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to lay off employees or otherwise relieve employees from duty for lack of work or other

legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to develop job descriptions for the positions covered by this Agreement, which shall be subject to change from time to time by the Village; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be formally declared by the Village President or Village Manager or their authorized designees.

ARTICLE XXIV - WAGES

SECTION 24.1: WAGE RATES

Annual salaries effective May 1st of 2018 and 2019 are identified on the charts below. The Village and the Union agree to engage in midterm negotiations for the limited purpose of negotiating 2020 and 2021 wages and a program by which members would skip or double step through the step progressions identified below. Such midterm bargaining shall begin no earlier than December 1, 2020 with either party providing the other with both thirty (30) days' notice of intent to begin negotiations and a wage proposal including years 2020 and 2021. All other terms and conditions set forth herein shall remain in full force and effect for the term of this agreement and shall not be subject to midterm negotiations except by mutual consent of both parties.

150 MAINTENANCE WORKER/TECHNICIAN				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 22.12	\$ 22.67		
2	\$ 23.35	\$ 23.93		
3	\$ 24.56	\$ 25.17		
4	\$ 25.78	\$ 26.42		
5	\$ 27.01	\$ 27.68		
6	\$ 28.22	\$ 28.92		
7	\$ 29.44	\$ 30.17		
8	\$ 30.66	\$ 31.42		
9	\$ 31.88	\$ 32.67		
10	\$ 33.11	\$ 33.94		
11	\$ 34.34	\$ 35.20		
12	\$ 35.57	\$ 36.46		

150 TOOL & INVENTORY CLERK/TECHNICIAN				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 18.14	\$ 18.60	\$ 19.00	
2	\$ 19.04	\$ 19.52		
3	\$ 19.95	\$ 20.45		
4	\$ 20.86	\$ 21.38		
5	\$ 21.77	\$ 22.32		
6	\$ 22.67	\$ 23.24		
7	\$ 23.56	\$ 24.15		
8	\$ 24.47	\$ 25.08		
9	\$ 25.37	\$ 26.00		

150 MECHANIC				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 26.97	\$ 27.64		
2	\$ 28.31	\$ 29.02		
3	\$ 29.66	\$ 30.41		
4	\$ 31.01	\$ 31.78		
5	\$ 32.33	\$ 33.14		
6	\$ 33.67	\$ 34.51		
7	\$ 35.01	\$ 35.89		
8	\$ 36.37	\$ 37.28		
9	\$ 37.72	\$ 38.66		

150 SEASONAL II				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 11.90	\$ 12.20	\$ 12.59	
2	\$ 13.69	\$ 14.04		
3	\$ 14.68	\$ 15.04		
4	\$ 15.74	\$ 16.14		
5	\$ 16.88	\$ 17.30		

Annual step increases are contingent on the employee achieving a satisfactory performance evaluation.

Maintenance Men and Mechanics who are currently paid above the schedule set forth above shall receive a 2.50% pay increase effective May 1 of 2018 and 2019. Any subsequent increase is subject to midterm bargaining.

SECTION 24.2: EDUCATIONAL INCENTIVE COMPENSATION

Educational incentive compensation is payable only to full time bargaining unit employees who have completed the required probationary period for job-related course work approved by Village management. Employees receiving this compensation as of May 1, 2014 shall continue to receive it during the term of this Agreement. Employees who presently hold, or who subsequently obtain a degree (BA or BS) shall receive educational incentive compensation of \$220 per month. Employees who presently hold, or who subsequently obtain college course credits shall receive educational incentive compensation as follows:

Completion of	Compensation per month
15 hours of college credit	\$40
30 hours of college credit	\$80
45 hours of college credit	\$120
60 hours of college credit	\$160
BA or BS	\$220

SECTION 24.3: LONGEVITY PAY

Completion of	Compensation per month
5 to 9 years	\$60
10 to 15 years	\$105
15 to 18 years	\$150
19 years plus	\$195

ARTICLE XXV - DRUG AND ALCOHOL POLICY

See Appendix D attached hereto and made a part hereof.

ARTICLE XXVI - SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties on all matters, whether or not contained or specifically referred to in this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive any right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered by this Agreement, or to any subject not referred to or covered by this Agreement, even if said subject was not in the contemplation of the parties during negotiations, except that the Village must bargain over the effects or impact upon employees of the Village's exercise of its rights under the Agreement.

ARTICLE XXVIII - CIVIL SERVICE COMMISSION

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain statutory authority over certain, but not all employees covered by this Agreement. Should an employee who has been hired through the Civil Service Commission desire to utilize the hearing procedure provided by that authority for disciplinary action, he is free to do so.

ARTICLE XXIX - PERSONNEL MANUAL

The Village's Personnel Manual shall apply to every aspect of employment not specifically addressed by this Agreement.

ARTICLE XXX - TERMINATION

This Agreement shall be effective as of the first day of May, 2018, and shall remain in full force and effect until the thirtieth day of April, 2022, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

VILLAGE OF TINLEY PARK

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150**

APPENDIX A
GRIEVANCE FORM

APPENDIX B
DISABILITY ORDINANCE

APPENDIX C
FMLA POLICY

APPENDIX D - DRUG AND ALCOHOL POLICY

APPLICABILITY: This Policy shall apply to all members of the bargaining unit as defined in the collective bargaining agreement.

I. PROHIBITIONS**A. Prohibited Alcohol-Related Conduct**

The use of alcohol while on duty is strictly prohibited and is cause for termination. An employee shall not operate any Village vehicle or equipment or perform any work function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating any Village vehicle or equipment.
3. Having any breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

The possession or use of illegal drugs while on duty is strictly prohibited and is cause for termination. For purposes of this policy, the term "illegal drugs" includes all substances that are considered to be controlled substances by State or Federal law, and also includes without limitation any prescription drug that is not properly prescribed to the specific employee found to be in possession thereof. An employee shall not report for duty or perform any work function if s/he has engaged in any of the following activities:

1. Using or being in possession of any of the following controlled substances:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)

- e. Amphetamines
 - f. Any other controlled substance that is prohibited by State or federal law
- 2. Using or being under the influence of any prescription medication which may adversely affect the employee's work performance and that has not been disclosed to the Village and approved for use by that employee.
- 3. Being in possession of any unauthorized controlled substance or illegal drug.
- 4. Reporting for duty while impaired from any prescribed therapeutic drug, illegal drug, or controlled substance usage.
- 5. Refusing to submit to a required controlled substances test.
- C. Reporting Requirements for Prescribed Controlled Substances
 - 1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability perform his/her work duties, and must verify to the Village that he/she has so inquired and share the results of the inquiry.
 - 2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

- A. Post-Accident Testing
 - 1. Conducted when a bargaining unit employee was involved in any accident in a Village vehicle or while on duty. An accident is defined as any of the following:
 - a. The incident requires the bargaining unit member to seek medical attention
 - b. The bargaining unit member is involved in an incident in which police response is required
 - 2. Post-Accident Alcohol Testing

- a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
- b. If testing is not administered within two (2) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.
- c. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while on duty.
- b. The Village will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Village shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees each calendar year.
- b. The Village shall conduct random alcohol testing on at least fifty percent (50%) of the average number of bargaining unit employees in each calendar year.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Drug and/or alcohol testing may be required when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested. No questioning shall be delayed because of the unavailability of any particular representative.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug or alcohol tests.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.00.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.
3. Procedures for return to duty testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty.
2. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances- related disorders.

4. Procedures for follow-up testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, an employee shall go directly to the collection site.
- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.

- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Village official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Village as the person responsible for receiving laboratory results generated by the Village's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Village and the employee.

b. Positive Test Results

- 1) Any employee who tests positive for drugs and/or alcohol shall immediately be placed on unpaid leave.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy- two (72) hours in which to request a confirmation test of the split specimen, and inform the Village that the employee should be removed from service.
- 3) The employee shall remain out of service on an unpaid basis pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the

employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

- 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Village.
- 2) Upon receiving the results of the positive test, the Village shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.00 and 0.04 may not perform or continue to perform any work functions until the start of the employee's next regularly

scheduled duty period, not less than twenty-four (24) hours following administration of the test. Any time lost pursuant to this paragraph shall be unpaid.

- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Village may direct the employee to see a licensed physician.
- b. The employee may not perform any work until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Village shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.00 and 0.04

An employee with a breath alcohol concentration result between 0.00 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.00.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately terminated.

C. Confirmed Positive Urine Drug Test

An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately terminated.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately terminated. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Village Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.

3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee-initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential, except as necessary to implement the terms of this policy.

C. Rehabilitative Leave of Absence

Upon an employee's request, the Village shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

APPENDIX E**ASSET TRACKING AND ELECTRONIC MONITORING SOFTWARE**

The Village may use electronic tracking and monitoring software to track Village owned assets. Tracking and monitoring software may be used for discipline of a bargaining unit member when a complaint or issue has been brought against the employee or department by a third party and/or at any time when any bargaining unit member is involved in an accident resulting in destruction of property or bodily injury. Tracking and monitoring information will primarily be used for reporting purposes to the Illinois Environmental Protection Agency.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-058

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP,
P.C. FOR LEGAL SERVICES**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2020-R-058

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP, P.C. FOR LEGAL SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Manager, pursuant to his authority under the Village's Purchasing Policy, engaged Walsh Law Group, P.C. on July 16, 2019, for the performance of legal services as described in the engagement letter (the "Engagement Letter"); and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, find that it is appropriate and in the best interests of the Village to: (i) retain the law firm of Walsh Law Group, P.C. to provide legal services; and (iii) ratify the Engagement Letter from Walsh Law Group, P.C. dated July 16, 2019;

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 Engagement Letter be entered into and executed by said Village of Tinley Park, with said Engagement Letter 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 Engagement Letter.

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

ADOPTED this 19th day of May, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of May, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1
WALSH LAW GROUP, P.C. ENGAGEMENT
LETTER

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-058, “A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP, P.C. FOR LEGAL SERVICES”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.

VILLAGE CLERK

W
WALSH LAW GROUP, P.C.

WWW.THEWALSHLAWGROUP.COM

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30 S. WACKER DR., STE. 200
CHICAGO, ILLINOIS 60606
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GENEVA OFFICE:
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GENEVA, ILLINOIS 60134
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VIA EMAIL

June 11, 2019

Mr. David Niemeyer
Village Manager, Village of Tinley Park
dniemeyer@tinleypark.org

Re: *Representation of the Village of Tinley Park*

Dear Mr. Niemeyer:

Thank you for the opportunity to represent the Village of Tinley Park. The purpose of this letter is to inform you of the terms of the engagement of our office.

1. **Scope of Services.** This letter confirms that you have retained our law firm to perform various legal services at the direction of the Village of Tinley Park's corporate authorities.
2. **Firm Personnel.** I will be responsible for the supervision and handling of your services, but you are engaging the firm and not me individually. We will utilize paralegal staff to handle administrative tasks.
3. **Legal fees.** The Village of Tinley Park will be responsible for the payment of fees for work performed by firm personnel.

For work performed by the firm on behalf of the Village of Tinley Park, the firm shall record and seek recovery for its work based upon its usual and customary rates for work of this kind, but no less than the following hourly rates: Work performed by Patrick Walsh, will be charged at the hourly rate of \$195.00 per hour. Work performed by paralegals will be charged at the hourly rate of \$60.00 per hour.

4. **Retainer.** N/A.
5. **Costs and Disbursements.** The Village will be responsible for the payment of all costs and disbursements reasonably incurred or made on the Village's behalf.
6. **Invoices.** As applicable.

7. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Village informed of the progress of the services we provide as our work progresses and would be pleased to discuss the preparation of periodic status reports. Please feel free to contact me at any time if you ever have questions about any aspect of our work in this regard.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

8. **Withdrawal.** Of course, our engagement is conditioned upon your full cooperation with my office in connection with the subject matter of the engagement. We will have the right to terminate our representation of the Village if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. However, such termination does not absolve the Village or responsibility to pay for services or costs and disbursements incurred prior to our receipt of notice of termination, or incurred subsequent to such notice but, in our view, reasonably necessary to withdraw from any further work. If we are terminated, we will give the Village a copy of our file for its new counsel upon payment of all litigation costs incurred and disbursements made by the firm on the Village's behalf, including the cost to photocopy the file.
9. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with work performed by the firm. Please note that any statement or estimate about such fees or costs other than the flat fee commitment stated herein is just that – an estimate. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.
10. **Binding and Entire Agreement.** This letter represents the entire agreement between us, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

If this letter reflects the Village's understanding, please sign, date and return a copy of this letter to me. We reserve the right to delay commencement of work until you have signed and returned this letter to us and to cease work if you do not sign and return a copy to us within fourteen (14) days. To the extent work has been performed prior to execution of this letter, the terms hereof will govern.

We appreciate the opportunity to work with the Village of Tinley Park and provide legal services. The Village of Tinley Park is a valued client of our firm and thank you for your confidence.

Very truly yours,

WAISH LAW GROUP, P.C.

By:

Patrick J. Walsh, Esq.

Agreed:

David Niemeyer, Village Manager
Village of Tinley Park

Date: July 16, 2019

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE 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.**