

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, October 18, 2022, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER
 PLEDGE OF ALLEGIANCE
 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
 VILLAGE BOARD MEETING HELD ON OCTOBER 4, 2022.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS
 SPOTLIGHT - CREATIVE CAKES AND GATTO'S ITALIAN
 RESTAURANT AND BAR - **President Glotz & Clerk O'Connor**

ACTION: Discussion: 1. Creative Cakes has been creating an unparalleled range of
 delectable and artfully-customized desserts since 1989. Please join me in
 welcoming Becky Palermo, owner of Creative Cakes.

2. Gatto's Italian Restaurant & Bar's Tinley Park location has been preparing
traditional Italian cuisine in a welcoming environment since 2000. We are
pleased to welcome Carly Wylde, General Manager of Gatto's Italian
Restaurant & Bar.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING OCTOBER 23RD-31ST, 2022 AS "RED RIBBON WEEK" IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: Discussion: Consider a proclamation recognizing October 23rd-31st, 2022 as "Red Ribbon Week" in the Village of Tinley Park, to be presented to U.S. Drug Enforcement Administration Public Information Officer Luis Agostini and Aaron Jenkins, Assistant Special Agent in Charge at the DEA Chicago Field Division. **Consider a proclamation recognizing October 23rd-31st, 2022 as "Red Ribbon Week" in the Village of Tinley Park.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER THE FOLLOWING COMMISSION APPOINTMENTS FOR FISCAL YEAR 2023 - **President Glotz**

ACTION: Discussion: Marketing Commission:

- Maureen Dillon
- Amanda Daly

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2022-R-120 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING FOR CHRISTMAS DECORATIONS IN THE AMOUNT OF \$39,213.32.
- B. CONSIDER ADOPTING RESOLUTION 2022-R-121 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LOYOLA MEDICAL CENTER – 179TH STREET AND LAGRANGE ROAD SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$42,000.
- C. CONSIDER ADOPTING RESOLUTION 2022-R-127 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OAK PARK AVENUE SIDEWALK IMPROVEMENTS - TINLEY PARK DRIVE TO 171ST STREET IN THE AMOUNT OF \$37,000.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$ 4,492,521.99 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 7 AND 14, 2022.

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

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-079 AMENDING TITLE XI, CHAPTER 112, SECTION 22: CLASS EV REDUCTION - **President Glotz**

ACTION: Discussion: Due to a change in ownership, a reduction in the number of permitted Class EV liquor licenses is proposed for Fratello's Café & Deli, located at 7101 West 183rd Street. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-080 AMENDING TITLE XI, CHAPTER 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS E LIQUOR LICENSE FOR FRATELLO'S CAFÉ & DELI, 7101 WEST 183rd STREET - **President Glotz**

ACTION: Discussion: The applicant, Mr. Sam Safar, is in the process of purchasing Fratello's Café & Deli, located at 7101 West 183rd Street. In keeping with the business' current operational model and licensing, the applicant is seeking a Class E (Sit-Down Dining/Beer & Wine) liquor license with the intent of subsequently pursuing a Class EV (Sit-Down Dining/Beer & Wine [Video Gaming]) license. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-081 GRANTING A SPECIAL USE PERMIT FOR PLANNED UNIT DEVELOPMENT (TINLEY PARK SHOPPING CENTER) AT 7061-7135 159th STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner seeks a Special Use Permit for the Tinley Park Shopping Center Planned Unit Development (PUD). The approval will retroactively place a PUD on property located at 7061-7135 159th Street. The PUD includes Exceptions to the Zoning Ordinance and allows for the redevelopment of the outlot building for a Chipotle Mexican Grill with a pre-order pickup window. The Plan Commission held a Public Hearing on October 6, 2022, and voted 6-0 to recommend approval of the Special Use in accordance with the listed plans, recommended conditions, and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-122 APPROVING AND ACCEPTING THE TINLEY PARK SHOPPING CENTER FINAL PLAT OF SUBDIVISION AT 7061-7135 159TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner has requested Final Plat approval for the Tinley Park Shopping Center Subdivision associated with the proposed PUD and new Chipotle Mexican Grill outlot at 7061-7135 159th Street. The Plat will include three lots and required easements. The Plan Commission reviewed the Final Plat of Subdivision on October 6, 2022, and voted 6-0 to recommend approval with the conditions listed in the Staff Report. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-123 AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM CONTRACT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INCORPORATED - **Trustee Brady**

ACTION: Discussion: The renewal agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP), is to provide Geographic Information System services to the Village. The Village has the right to terminate the agreement upon ninety (90) days written notice to the service provider. The cost for the calendar year 2023 period will be \$224,480. Funds for this expenditure are budgeted not to exceed amount of \$234,402. This renewal term shall commence on January 1, 2023, and remain in effect until December 31, 2023. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-124 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK SALT PURCHASE - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a contract to Morton Salt, Inc. in the amount of \$74.37 per ton. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-126 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE, INC. FOR PARKING LOTS SNOW REMOVAL - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a contract to Beverly Snow & Ice, Inc. in the amount not to exceed \$512,590 (can vary based on the frequency and amount of snow and ice control required). This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-125 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SACS SNOW REMOVAL - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a contract to Roy Zenere Trucking and Excavating in the not to exceed amount of \$225,000 (can vary based on the frequency and amount of snow and ice control required). This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #16

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #18

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. 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.
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- C. THE 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 REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD OCTOBER 4, 2022**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on October 4, 2022. President Glotz called this meeting to order at 6:30 p.m.

At this time President Glotz led the Board and audience in the Pledge of Allegiance.

Clerk O'Connor called the roll. Present and responding to roll call were the following:

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

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

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to approve and place on file the minutes of the regular and special Village Board Meetings held on September 20, 2022. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time President Glotz and Clerk O'Connor presented the Tinley Park Business Spotlight.

- CFX Tinley Park, 16010 S. Harlem Avenue

Motion was made by Trustee Mueller, seconded by Trustee Galante to postpone a portion of **ITEM #3- RECEIVE PRESENTATION OF THE TINLEY PARK BUSINESS SPOTLIGHT** until after Item #5. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to proclaim **SEPTEMBER 2022 AS "CHILDHOOD CANCER AWARENESS MONTH" IN THE VILLAGE OF TINLEY PARK.** President Glotz asked if there were any comments from members of the Board or public. There were none.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-120 RECOGNIZING OCTOBER AS NATIONAL COMMUNITY PLANNING MONTH IN THE VILLAGE OF TINLEY PARK**. This resolution recognizes the Month of October as National Community Planning Month in the Village of Tinley Park, IL. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time President Glotz and Clerk O'Connor presented the Tinley Park Business Spotlight.

- Avocado Theory, 17302 Oak Park Avenue

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to appoint **SADY RIVERA TO THE POSITION OF PURCHASING AND CONTRACT ADMINISTRATOR**. Sady has extensive experience in purchasing and contract administration overseeing proposal planning and administration of technology contracts, ensuring contractor compliance with legal requirements, owner specifications, and government regulations as well as negotiating with vendors on price, terms & conditions. Sady holds a Bachelor of Arts in Political Science and a master's degree in Government Administration and Policy. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- CONSIDER ADOPTING RESOLUTION 2022-R-114 APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM (RMS) IN AN AMOUNT NOT TO EXCEED \$62,457.
- CONSIDER A REQUEST FROM THE ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE ON NOVEMBER 15, 2022, AT THE TINLEY PARK CONVENTION CENTER.
- CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE FROM MONDAY, DECEMBER 5, 2022, THROUGH SATURDAY, MAY 6, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MAY 6, 2023.
- CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,244,256.63 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 23 AND 30, 2022.

President 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. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2022-O-076 AMENDING TITLE XI, CHAPTER 112, SECTION 22 OF THE TINLEY PARK MUNICIPAL CODE- ADDITION OF ONE (1) CLASS A LIQUOR LICENSE - HOLIDAY INN TINLEY PARK, 18320 NORTH CREEK DRIVE.** The proposed Ordinance would increase the number of Class A liquor licenses by one (1). Upon completion of construction at 18320 North Creek Drive, the applicant, Holiday Inn Tinley Park, will operate a full-service restaurant and bar. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2022-R-116 APPROVING AND ACCEPTING THE ISLAND 1 FINAL PLAT OF SUBDIVISION AT 6523 VOGT STREET.** The Petitioner has requested Final Plat approval for the subdivision of property located at 6523 Vogt Street into two lots in the R-6 (Medium Density Residential) zoning district. The Plan Commission reviewed the Final Plat of Subdivision at the September 15, 2022, meeting and voted 7-0 to recommend approval subject to three conditions. President Glotz asked if there were any comments from members of the Board or public.

Trustee Galante asked why the Board has to vote on this item. She stated that she has concerns with the shape of this lot and concerns about parking issues.

President Glotz noted that public hearings are not required for the adoption of plats of subdivision.

Interim Community Development Director Dan Ritter explained that the process for approving these types of items is set forth through Village Subdivision Code. He noted that one of the reasons plats come to the Village Board for approval is because the President and Clerk need to sign the plat for recording. This item will need to meet Village Zoning Code requirements which are not part of the plat of subdivision discussion.

Trustee Galante asked at this time is the Board voting to divide this property at this time. Mr. Ritter stated correct.

Trustee Galante stated concerns that the neighbors are not aware of these property changes. She favors public hearings because the hearing makes people aware that something will be changing in their area.

Trustee Mueller noted that the process the Village uses with these projects is above and beyond what is required by the State of Illinois. He added that this property is zoned R-6. By right developers can do these types of changes. Trustee Mueller cautioned the Board about getting into the habit of taking rights away from developers on their property.

Trustee Brennan is familiar with this property and noted that there are apartments around and near this property. He stated that this subdivision is appropriate for the area.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2022-O-077 GRANTING A SPECIAL USE PERMIT FOR A USED CAR DEALERSHIP WITH ACCESSORY AUTOMOTIVE REPAIR TO BETTENHAUSEN MOTOR**

SALES, INC. AT 17514-17600 OAK PARK AVENUE. The Petitioner requests a Special Use Permit to operate a Used Car Dealership at 17514-17600 Oak Park Avenue in the Legacy DC and NG zoning districts. Bettenhausen Automotive has operated as a new car dealer at the location since 1958. The Plan Commission held a Public Hearing on September 15, 2022, and voted 7-0 to recommend approval of the Special Use with recommended conditions in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **ADOPTING ORDINANCE 2022-O-078 GRANTING VARIATIONS FOR A FREESTANDING SIGN WITH AN ELECTRONIC MESSAGE CENTER (EMC) FOR ST. JULIE BILLIART CATHOLIC CHURCH AT 7399 159TH STREET.** The Petitioner is requesting Variations for the size and height of a freestanding ground sign, the size of the EMC display, and the number of ground signs in the R-4 (Single Family Residential) zoning district. The Plan Commission held a Public Hearing on September 15, 2022 and voted 7-0 to recommend approval of the requested Variations, in accordance with the plans, Findings of Fact, and recommended condition as listed in the Staff Report. President Glotz asked if there were any comments from members of the Board or public.

Trustee Galante commented on the size of the electronic portion of these signs. She is pleased that the Plan Commission would like to review this portion of the sign code.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-117 APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IN THE CASE OF 19L008770.** This resolution approves a settlement agreement and release of all claims for case 19L008770 without any admission as to fault, liability or wrongdoing. Both parties are agreeing to forever resolve and compromise all of the claims asserted in the case. The settlement is in the amount of \$130,000. President Glotz asked if there were any comments from members of the Board or public. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-118 APPROVING A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY BUREAU OF TECHNOLOGY FOR FIBER OPTIC CABLE AND FIBER OPTIC CONDUIT.** Consider awarding a Grant of Indefeasible Right of Use (IRU) to the Cook County Bureau of Technology. This item was discussed at the Committee of the Whole meeting held previous to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2022-R-119 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SHARLEN ELECTRIC COMPANY FOR POST 20 LIFT STATION FIBER OPTIC NETWORK AT 183RD STREET AND LAGRANGE ROAD.** This work consists of connecting the Post 20 Lift Station located at 183rd Street and LaGrange Road onto the Village fiber optic network. Consider

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awarding a sole source contract to Sharlen Electric Company in the amount of \$106,868.48 plus a \$16,030.27 contingency amount. Total contract not to exceed \$122,898.75. This item was discussed at the Committee of the Whole meeting held previous to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff.

Interim Community Development Director Dan Ritter announced that the Village and the American Planning Association Illinois Chapter will be presenting Plan Commission Training on November 3, 2022, at 7:00 p.m. in the Council Chambers. This training is open to all and will be available via YouTube.

Public Works Director John Urbanski stated that his son, a U.S. Marine, will be returning stateside from his tour of duty in the Baltic Sea.

President Glotz asked if there were any comments from members of the Board.

Trustee Galante congratulated the graduates from the 2022 Citizens Fire Academy. Their graduation was held at the Fire Department Open House on October 1, 2022. She thanked the Fire Department staff for their work with the academy.

Trustee Galante then addressed comments made about her during a public comment by a citizen on the September 20, 2022. She stated concerns about how she is treated by fellow Board members and staff.

Trustee Brady asked Fire Chief Klotz for an update on the 2022 Fire Academy. Chief Klotz stated that 20 citizens graduated from the Citizens Fire Academy. He noted that this academy will take place each year.

Trustee Brady stated that October is Breast Cancer Awareness Month. He announced that both the Police and Fire Departments have patches commemorating this and the Fire Department has tee shirts for sale.

Clerk O'Connor announced the times and places for Early Voting:

Cook County Early Voting – October 24th – November 6th

- Monday – Saturday: 9:00 a.m. to 5:00 p.m.
- Sunday: 10:00 a.m. to 4:00 p.m.
- Monday, November 7th – 9:00 a.m. to 5:00 p.m.

Will County Early Voting – October 24th – November 4th

Tinley Park residents who live in Will County will be held at Frankfort Public Library, 21119 Pfeiffer Road, from 9 a.m. to 4:30 p.m. Oct. 24 to 28; 1 to 4 p.m. Oct. 30 and Nov. 6; 9:30 a.m. to 7 p.m. Oct. 31 to Nov. 3; and 9:30 a.m. to noon Nov. 4.

Clerk O'Connor stated concerns about a certain Board member's comments on the Dias regarding a citizen. Clerk O'Connor has concerns about the precedent this might set. She commented on actions taken by this Board member in opposition to the Village.

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Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to allow Trustee Brady to speak a second time during Board Comments. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Trustee Brady stated that the Tinley Park District is offering a Hunting Safety Class on October 15 and 16, 2022. This class is free. Residents can call the Park District to register.

President Glotz stated that the Illinois Attorney General has cited against a Board member's complaints regarding this member's being exempt from certain discussions in closed session. Illinois Attorney General Kwame Raoul states that a Board Member who is adverse to the Village can be removed from a meeting when discussing topics where the member is adverse. President Glotz asked Village Attorney O'Grady to comment on this. Mr. O'Grady stated that the Board can not take action or vote in a closed session. He continued, the Illinois Attorney General sent the Village a letter stating that the Village President, the head of the Public Body, can remove Trustees who are adverse. Mr. O'Grady noted that a Board member wrote a letter on Village letterhead in support of Stephen Eberhardt in opposition to the action taken by the Village against Mr. Eberhardt to the Attorney Registration & Disciplinary Commission (ARDC). Because of this, it precludes this Board member from certain portions of the closed session dealing with Mr. Eberhardt. President Glotz noted that the Board member is fully in closed session discussions unless Mr. Eberhardt is being discussed.

President Glotz asked if there were any comments from members of the public. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Brady, at 7:37 p.m. to adjourn to Executive Session to discuss the following:

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

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

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adjourn the Village Board meeting at 8:19 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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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

DRAFT

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

TINLEY PARK



PROCLAMATION

*RECOGNIZING
October 23rd-31st, 2022 as
"Red Ribbon Week"
in the Village of Tinley Park*

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23rd-31st, 2022; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities;

NOW, THEREFORE, BE IT PROCLAIMED, by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Sunday, October 23rd through Monday, October 31st, 2022 be designated as "*Red Ribbon Week*" in the Village of Tinley Park.

APPROVED this 18th Day of October 2022.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O'Connor, Village Clerk

**CONSIDER CERTAIN
COMMISSION
APPOINTMENTS FOR FISCAL
YEAR 2023**

President Glotz



Interoffice Memo

Date: September 13, 2022

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Award- Christmas Decorations (Year 2 of 3)

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

Scope of Work:

The service contract is for the following general services during the holiday season:

- Installation, maintenance, removal, packaging, and transport of holiday decorations.
- Purchase of additional holiday ornaments and decorations as needed.

The downtown area sites and decorations will include:

- Oak Park Ave. Train Station- decorations on building and platform.
- Zabrocki Plaza- 30' Christmas tree and lights, pre-lit trees.
- Oak Park Ave. & Hickory St.- Decorate one evergreen tree.
- Vogt Plaza- Pre-lit trees.
- 80th Ave. Train Station- pre-lit trees and garland on buildings.
- Street light poles- trumpet decoration installation (provided by VoTP).

Description:

Public works is recommending that we approve the renewal contract for the installation, maintenance and take down of the Christmas decorations. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension of the contract. B&B Holiday Decorating was rated very high. B & B Holiday coordinated and provide seasonal holiday decoration services for the past 4 years.

Budget / Finance: Funding is budgeted in the FY23 Budget.

Budget Available	\$50,000.00
Year 2 of 3 contract	<u>\$39,213.32</u>
Difference (under budget)	\$10,786.68

Staff Direction Request:

1. Approve the service contract for the FY2023 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$39,213.32.
2. Direct Staff as necessary.

**Interoffice****Memo**

Date: October 7, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski - Public Works Director

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

Subject: Loyola Medical Center – 179th Street and LaGrange Road Sidewalk Improvements

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

Description: During the negotiations with the Loyola Medical Center, as part of the Intergovernmental Agreement (IGA) it was agreed that Loyola would be responsible for the sidewalk improvements along the south side of 179th Street from Chopin Drive to their west property line and the Village will be responsible for the sidewalk/cross walk improvements/upgrades from their west property line to and including the crossings of 179th Street and LaGrange Road.

This work consists of Robinson Engineering obtaining the entire intersection improvements from IDOT, topographic survey, data collection, plan and specification booklet preparation for the sidewalk improvements and upgrades to existing pedestrian crosswalk modifications, as well as bidding services.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (30-00-000-75200).

Total Budget Available:	\$700,000
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Engineering Contract Amount:	<u>\$42,000</u>
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Remaining Budget Amount:	\$658,000
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Staff Direction Request:

1. Approve Engineering Services contract with Robinson Engineering in the amount of \$42,000.
2. Direct Staff as necessary.

Attachments:

1. Proposal for Professional Engineering Services from Robinson Engineering.
2. Village of Tinley Park Agreement for Professional Services.



10/6/22

Project 22-R0587

To: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**
Pedestrian Crossing for 179th St. & LaGrange Ave.

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with a pedestrian crossway at 179th St. and at LaGrange Ave. within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

As part of the on-going Loyola Medical Center improvements at 179th St. and LaGrange Ave., a sidewalk is to be constructed along the frontage of 179th St. from LaGrange to Choppin Dr. In order to provide access from the west side of LaGrange Ave., a pedestrian crossing will need to be constructed across the north and east legs of the 179th St./LaGrange Ave. intersection.

REL will prepare construction plans and bidding documents for these crossing improvements.

2. SCOPE OF SERVICES

A. Topographic Survey

REL will locate the improvements of the entire intersection as required by IDTO and generate a topographic survey.

The topographic survey will include, but not be limited to, collecting existing grades and locations of all visible improvements, including traffic signal equipment, storm sewers, sanitary sewers, and other visible utilities. Location of underground utilities will be shown with use of record maps from our office or provided to us by owner of utility companies.

B. Data Collection

REL will perform the following data collection services:

- Traffic Counts, Capacity Analysis, Queue Calculations

C. Preparation of Engineering Plans and Specifications

Based on the above data gathered, REL will prepare engineering plans and specifications with the following elements:

- Coordination with Village staff
- IDOT Submittal, Reviews and Coordination
- IDOT Permit Plans
- General project administration
- Traffic Signal and Cable Plans in MicroStation
- ADA Ramp Details
- Preparation of existing and proposed site plans
- Preparation of construction details
- Preparation of specifications
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

D. Project Bidding

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

E. Construction Engineering

REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through D.) for a lump sum fee of \$42,000. This fee is based on our understanding of the project and experience with similar projects.

Construction engineering (Item E.) will be charged on an hourly basis.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at vcalombaris@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Date: _____

10/2014

2022 STANDARD BILLING RATES:

Effective January 1, 2022

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/ 2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00

Rates are subject to revision on or after 1/1/2023

Reimbursable Expenses at a factor of 1.10 / Sub-Consultant Fee Markup at 10%

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of ____, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, LTD ("Consultant"), collectively the "Parties" for the following project:

I. Services

A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

Robinson Engineering, Ltd.

10045 West Lincoln Highway

Frankfort, IL 60423

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

VILLAGE OF TINLEY PARK**ROBINSON ENGINEERING, LTD**

By: _____

By: _____

Village President

ITS _____

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Name of Consultant (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 Consultant (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 Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services-Pedestrian Crossing for 179th and LaGrange Road Project. Dated, October 6th, 2022.

EXHIBIT B

Fee Schedule

Attached to Proposal Engineering Services Agreement

EXHIBIT C

Required Insurance

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

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

EXHIBIT D

Insurance Certificates

**Interoffice****Memo**

Date: October 7, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

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

Subject: Oak Park Avenue Sidewalk Improvements – Tinley Park Drive to 171st Street

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

Description: Currently there is no sidewalk along the east side of Oak Park Ave from 171st Street to Tinley Park Drive. This causes most pedestrians to walk in the roadway pavement of the frontage road or Oak Park Ave itself, both of which are dangerous. Furthermore, many of the pedestrians are children coming to and from Fulton Elementary School or Memorial Park.

This work consists of Robinson Engineering preparing construction plans and bidding documents for proposed sidewalk improvements.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (30-00-000-75200).

Total Budget Available:	\$658,000.00
Engineering Contract Amount:	<u>\$37,000.00</u>
Remaining Budget Amount:	\$621,000.00

Staff Direction Request:

1. Approve Engineering Services contract with Robinson Engineering in the amount of \$37,000.00.
2. Direct Staff as necessary.

Attachments:

1. Proposal for Professional Engineering Services from Robinson Engineering
2. Village of Tinley Park Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 18th day of October, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, LTD ("Consultant"), collectively the "Parties" for the following project:

I. Services

A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

Robinson Engineering, Ltd.

10045 West Lincoln Highway

Frankfort, IL 60423

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

VILLAGE OF TINLEY PARK	ROBINSON ENGINEERING, LTD
By: _____	By: _____
Village President	ITS _____
DATE: _____	DATE: _____

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Name of Consultant (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 Consultant (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 Consultant (please print)

Submitted by (signature)

Title



10/6/22

Project 17-R0296.01

To: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**
Oak Park Ave. Sidewalk – Tinley Park Dr. to 171st St.

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with a sidewalk along Oak Park Ave. from Tinley Park Dr. to 171st St. within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

Currently there is no sidewalk along the east side of Oak Park Ave. from just north of 171st St. to Tinley Park Dr. This causes most pedestrians to walk in the roadway pavement of the frontage road or Oak Park Ave. itself, both which are dangerous. Furthermore, many of the pedestrians are children coming to and from Fulton Elementary School or Memorial Park.

In order to provide safe access in this area, the Village is authorizing REL to prepare construction plans and bidding documents for proposed sidewalk improvements.

2. SCOPE OF SERVICES

A. Topographic Survey

REL will locate the improvements of the entire intersection as required by IDTO and generate a topographic survey.

The topographic survey will include, but not be limited to, collecting existing grades and locations of all visible improvements, including storm sewers, sanitary sewers, trees, light poles and other visible utilities. Location of underground utilities will be shown with use of record maps from our office or provided to us by owner of utility companies.

B. Preparation of Engineering Plans and Specifications

Based on the above data gathered, REL will prepare engineering plans and specifications with the following elements:

- Coordination with Village staff
- General project administration
- ADA Ramp details
- Street Lighting Modification details
- Landscaping details
- Preparation of existing and proposed site plans
- Preparation of construction details
- Preparation of specifications
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

C. Project Bidding

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

D. Construction Engineering

REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through C.) for a lump sum fee of \$37,000. This fee is based on our understanding of the project and experience with similar projects.

Construction engineering (Item D.) will be charged on an hourly basis.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at vcalombaris@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Date: _____

10/2014

2022 STANDARD BILLING RATES:

Effective January 1, 2022

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/ 2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00

Rates are subject to revision on or after 1/1/2023

Reimbursable Expenses at a factor of 1.10 / Sub-Consultant Fee Markup at 10%

EXHIBIT C

Required Insurance

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

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

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services-Oak Park Avenue Sidewalk – Tinley Park Dr. to 171st St. Dated, October 6th, 2022.

EXHIBIT B

Fee Schedule

Attached to Proposal Engineering Services Agreement

EXHIBIT D

Insurance Certificates

Bank code : ap ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1122	8/30/2022	020734 SLEEP NUMBER CORPORATION	95013801265		(5) STATION 47 SMART BEDS, BASI 36-00-000-74110	17,213.14
					Total :	17,213.14
1123	8/30/2022	020734 SLEEP NUMBER CORPORATION	95014098224		(5) STATION 49 SMART BEDS, BASI 36-00-000-74110	17,213.14
					Total :	17,213.14
2 Vouchers for bank code : ap_ff						Bank total : 34,426.28

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Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199131	10/7/2022	010318 ADVOCATE CHRIST MEDICAL CNTR	042822		25 HCP E-CARDS	
					01-19-020-73606	75.00
			072722		4 HEARTSAVER AED PROVIDER E-	
					01-19-020-73606	70.00
					Total :	145.00
199132	10/7/2022	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280	
					01-26-024-72510	12.87
			3013134259		ACCT#3013134259 UTIL#462305511	
					08-00-000-72510	157.60
					01-26-024-72510	1,952.58
					Total :	2,123.05
199133	10/7/2022	002734 AIR ONE EQUIPMENT, INC	185133		HEM PATCH	
					01-19-000-74619	58.00
					Total :	58.00
199134	10/7/2022	016333 ALBA, DOUGLAS	100522		REIMB: CRIME FREE HOUSING CO	
					01-17-217-72170	30.00
					Total :	30.00
199135	10/7/2022	002628 AMERICAN WATER	093022		SEPT'22 SEWER TREATMENT BRO	
					64-00-000-73225	47,128.32
					Total :	47,128.32
199136	10/7/2022	020071 AMSIVE LLC	558300		LATE NOTICES SEPTEMBER	
					60-00-000-72310	255.08
					64-00-000-72310	109.32
					60-00-000-72110	386.40
					64-00-000-72110	165.60
					Total :	916.40
199137	10/7/2022	010026 ANDERSON PUMP SERVICE	VTP-019386-A		VENT CAP REPLACEMENT PER CC	
					01-26-025-72530	281.56
					Total :	281.56
199138	10/7/2022	002756 APCO INTERNATIONAL INC.	922010		ANNUAL APCO GROUP MEMBERSH	
					01-21-210-72720	935.00

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199138	10/7/2022	002756 APCO INTERNATIONAL INC.	(Continued) 922366	VTP-019499	APCO CTO ONLINE TRAINING 10/1 01-21-210-72140	444.00
Total :						1,379.00
199139	10/7/2022	015018 AUSTIN TYLER CONSTRUCTION, LLC	D-2	VTP-019412	WATER MAIN REPLACEMENT-DOR 26-00-000-75705	44,615.25
			I-2	VTP-019412	WATER MAIN REPLACEMENT-IROM 26-00-000-75704	330,763.63
Total :						375,378.88
199140	10/7/2022	018807 BAXTER & WOODMAN INC	0238694		190816.60 LAGRANGE RD UTILITY 26-00-000-75707	10,900.94
Total :						10,900.94
199141	10/7/2022	016917 BEGESKE, SAMANTHA	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
Total :						300.00
199142	10/7/2022	020280 BETTENHAUSEN & ASSOCIATES LLC	082022		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	6,075.00
			082722		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	4,350.00
			090322		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	4,575.00
			091722		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	3,675.00
			092422		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	3,300.00
			100122		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	5,945.00
Total :						27,920.00
199143	10/7/2022	015212 BETTENHAUSEN AUTOMOTIVE	31181		AA FILT PKG - #4D POLICE 01-17-205-72540	30.11
Total :						30.11

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199144	10/7/2022	002974 BETTENHAUSEN CONSTRUCTION SERV	220106		REMOVAL OF SPOILS ETC FROM F	
					01-26-023-72890	337.50
					60-00-000-73681	496.13
					63-00-000-73681	55.13
					64-00-000-73681	236.24
			220107		HAULING STREET SWEEPINGS TO	
					01-26-023-73860	262.50
					60-00-000-73860	385.88
					63-00-000-73860	42.88
					64-00-000-73860	183.74
			220108		TRUCKTIME FOR LIMESTONE ETC	
					01-26-023-73860	37.50
					60-00-000-73860	47.25
					63-00-000-73860	5.25
					64-00-000-73860	22.50
					70-00-000-73860	12.50
					Total :	2,125.00
199145	10/7/2022	020745 BILLINGS, NANCY	Ref001427200		UB Refund Cst #00496288	
					60-00-000-20599	5.02
					Total :	5.02
199146	10/7/2022	002923 BLACK DIRT INC.	2502		PULV. DIRT 4-WHEELER	
					60-00-000-73680	75.60
					63-00-000-73680	8.40
					64-00-000-73680	36.00
					Total :	120.00
199147	10/7/2022	012966 BOLING, THOMAS	09-22		MONTHLY RETAINER SEPT '22	
					01-16-000-72650	1,500.00
					Total :	1,500.00
199148	10/7/2022	020409 BROADWELL, KATHRYN	092922		2022 HOLIDAY TREE PROJECT - SL	
					30-00-000-74120	300.00
					Total :	300.00
199149	10/7/2022	003304 CARLIN-MORAN LANDSCAPE INC	6004		LANDSCAPE SVC 17911 80TH AVE	

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199149	10/7/2022	003304 CARLIN-MORAN LANDSCAPE INC	(Continued)			
			6029		01-33-300-72744 LANDSCAPE SVC 6714 165TH ST 01-33-300-72744	3,850.00 150.00
					Total :	4,000.00
199150	10/7/2022	003396 CASE LOTS INC	13970		TOILET PAPER, PAPER TOWELS	
			13971		01-26-025-73580 TOILET PAPER, PAPER TOWELS, S	486.80
			13972		01-26-025-73580 SOAP, CLOROX BLEACH 01-26-025-73580	454.00 253.50
					Total :	1,194.30
199151	10/7/2022	003243 CDW GOVERNMENT INC	CW95340		MS SLD+ WINSVRDC SA 16CORE	
			CX09100		01-16-000-72655 AGOV AEC IC YR SU NON NAD RN	3,310.42
					01-26-023-72655	2,887.75
					Total :	6,198.17
199152	10/7/2022	015199 CHICAGO PARTS & SOUND LLC	2J0003843		FLEXI WHIP ROOF MT ANTENNA - I	
			2J0003844		01-17-205-72540 REPAIR DOOR PANEL - POLICE 2B	145.00
			3-0051837		01-17-205-72540 ACT 48G - FIRE RV	180.00
			3-0051909		01-19-000-72540 MTR SP493X EMA 9M	140.50
			3-0051928		01-21-000-72540 BOOT WR6135 - POLICE RV 3A	6.58
			3-0051970		01-17-205-72540 AIR FILTER - STREET UNIT 98 01-26-023-72540	161.38 58.09
					Total :	691.55
199153	10/7/2022	017349 CHICAGO STREET CCDD, LLC	23033		DUMP FEE 9/20/22, 9/23/22 01-26-023-72890	350.00

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Voucher List
Village of Tinley Park

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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>
199153	10/7/2022	017349	017349 CHICAGO STREET CCDD, LLC	(Continued)		Total : 350.00
199154	10/7/2022	018325	CHICAGO TRIBUNE COMPANY LLC	197792300	SVC THRU 11/14/22 PD 01-17-205-72720	107.90
					Total :	107.90
199155	10/7/2022	013820	CINTAS CORPORATION	4130831389	MATS - VH	
				4133169684	01-26-025-72790	260.08
					MATS - PW	
					01-26-025-72790	408.73
					Total :	668.81
199156	10/7/2022	013820	CINTAS CORPORATION	5127077178	MEDICINE CABINET - FD #46	
					01-26-025-73117	220.79
					Total :	220.79
199157	10/7/2022	019062	CIUTEIKIS, GABRIELLE	092922	2022 HOLIDAY TREE PROJECT - SL	
					30-00-000-74120	300.00
					Total :	300.00
199158	10/7/2022	013878	COMED - COMMONWEALTH EDISON	2777112019	ACCT#2777112019 175TH ST & SAN	
				3214011009	01-26-023-72510	227.81
				8363023007	ACCT#3214011009 16853 LAKEWO	
					64-00-000-72510	156.58
					ACCT#8363023007 179TH ST & 82N	
					60-00-000-72510	205.93
					63-00-000-72510	205.92
					Total :	796.24
199159	10/7/2022	012826	CONSTELLATION NEWENERGY, INC.	63522433501	ACCT#875227 UTIL#5095140029 17	
				63522499701	64-00-000-72510	2,242.34
				63522500001	ACCT#875222 UTIL#3613125002 H/	
					64-00-000-72510	544.28
					ACCT#875223 UTIL#3670129006 16	
					64-00-000-72510	160.74
					Total :	2,947.36
199160	10/7/2022	018234	CORE & MAIN LP	R556867	BRONZE METER CONNECTION NL	

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199160	10/7/2022	018234 CORE & MAIN LP	(Continued)		60-00-000-73631	693.00
					64-00-000-73631	297.00
			R624521		SERV BOX TAPT, COMPONENT PAI	
					60-00-000-73630	630.48
					63-00-000-73630	70.05
					64-00-000-73630	300.23
			R648421		BROZNE METER CONNECTION -RE	
					60-00-000-73631	-173.18
					64-00-000-73631	-74.22
					Total :	1,743.36
199161	10/7/2022	020267 CORNERSTONE GOVERNMENT AFFAIR: VTP-102022			GOVT RELATIONS AND CONSULTIN	
					01-14-000-72790	7,500.00
					Total :	7,500.00
199162	10/7/2022	020338 DACRA TECH LLC	DT 2022-07-46		E-TICKETING SUBSCRIPTION FY23	
				VTP-019489	30-00-000-74132	2,000.00
			DT 2022-08-59		E-TICKETING SUBSCRIPTION FY23	
				VTP-019489	30-00-000-74132	2,000.00
			DT 2022-09-01		PAYMENTUS WEB PAY INTERFACE	
					01-16-000-72650	4,500.00
					Total :	8,500.00
199163	10/7/2022	011236 DAJANI, OSAMAH	092922		REIMB: MEALS ADVANCED HOMICI	
					01-17-220-72140	45.00
					Total :	45.00
199164	10/7/2022	003759 DARLEY & CO., W.S	17476881		LADDER-16FT ROOF	
					01-19-000-73410	750.88
					Total :	750.88
199165	10/7/2022	009126 DAVID FLEMING ENTERTAINMENT	081022		STILT WALKER GREETER FOR BOI	
					01-35-000-72923	300.00
					Total :	300.00
199166	10/7/2022	018895 DILLON, DANIEL J	092922		2022 HOLIDAY TREE PROJECT - SL	

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199166	10/7/2022	018895 DILLON, DANIEL J	(Continued)		30-00-000-74120	300.00
					Total :	300.00
199167	10/7/2022	016399 EBNER, MICHAEL E	080522		DJ SERVICES BOO BASH 01-35-000-72923	250.00
					Total :	250.00
199168	10/7/2022	004152 ECOLAB PEST ELIMINATION INC.	7752367		COCKROACH/RODENT PROGRAM 01-26-025-72790	573.44
			7752368		COCKROACH/RODENT PROGRAM 01-26-025-72790	86.48
					Total :	659.92
199169	10/7/2022	004033 EFFECTIVE SIGNS	22-09-235		OFFICER PARKING SIGN 01-19-000-72520	314.00
					Total :	314.00
199170	10/7/2022	004111 EJ USA. INC	110220068439		6" FLG GKT RUB, BR BRK FLG REF 60-00-000-73632	582.22
					64-00-000-73632	249.52
					Total :	831.74
199171	10/7/2022	011176 ELEMENT GRAPHICS & DESIGN, INC	19799		REPAIRS UNIT1S 01-17-205-72540	198.28
					Total :	198.28
199172	10/7/2022	013924 ENTERTAINERS R WE	080822		MAD SCIENTIST FOR "BOO BASH" 01-35-000-72923	200.00
					Total :	200.00
199173	10/7/2022	004019 EVON'S TROPHIES & AWARDS	090922..		JACKETS - HOT PRESS SILVER RE 01-21-000-73610	270.00
			092622		TPPD VEST EMB 01-17-205-73610	15.00
					Total :	285.00
199174	10/7/2022	015447 FIVE ALARM FIREWORKS	100522		RETURN BOND FOR ODYSSEY ANI	

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199174	10/7/2022	015447 FIVE ALARM FIREWORKS	(Continued)		84-00-000-20550	1,000.00
					Total :	1,000.00
199175	10/7/2022	012941 FMP	52-521438		COMPLETE STRUT ASSY - POLICE 01-17-205-72540	245.12
					Total :	245.12
199176	10/7/2022	004224 FOREST VIEW FARMS	091422	VTP-019501	HAY RIDES FOR BOO BASH 01-35-000-72923	1,750.00
					Total :	1,750.00
199177	10/7/2022	011611 FOX VALLEY FIRE & SAFETY CO.	IN00551121	VTP-019152	MONTHLY RADIO MAINTENANCE F 14-00-000-72750	8,761.50
					Total :	8,761.50
199178	10/7/2022	020274 FRAME TECH 1 LLC	39183		4 WHEEL ALIGNMENT - POLICE 2B 01-17-205-72540	150.00
					Total :	150.00
199179	10/7/2022	013540 FRIAS, ROBERT	092922		REIMB: MEALS GRACIE SURVIVAL 01-17-220-72140	75.00
					Total :	75.00
199180	10/7/2022	020276 FRONTLINE PUBLIC SAFETY SOLTNS	FL59822		QUALITY ASSUR/IMPROVE EVAL, C 01-21-210-72655	1,575.00
					Total :	1,575.00
199181	10/7/2022	002877 G. W. BERKHEIMER CO., INC.	7163832		440V DUAL CAP ROUND - POST 10 01-26-025-72520	15.23
					Total :	15.23
199182	10/7/2022	004535 GALLS LLC	022043471		REFLECTIVE APPAREL FACTORY F 01-21-000-73610	1,218.22
			022066802		REFLECTIVE APPAREL FACTORY F 01-21-000-73610	522.09
					Total :	1,740.31

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199183	10/7/2022	004538 GOLDY LOCKS INC	25637813		SINGLE CUT DUPLICATE KEY 01-19-020-73870	6.50
					Total :	6.50
199184	10/7/2022	004493 GORDON FOOD SERVICE INC.	7681292259		EMPLOYEE SOFTBALL TOURNAME 01-12-000-72974	12.49
			768192214		EMP SOFTBALL TOURN CONCESS 01-14-000-73115	18.98
					01-12-000-72974	11.58
			768192216		EMPLOYEE SOFTBALL TOURNAME 01-14-000-72974	2.82
			768192257		EMPLOYEE SOFTBALL TOURNAME 01-12-000-72974	289.83
			768192257.RET		RETURN EMP SOFTBALL CONCES 01-12-000-72974	-100.94
					Total :	234.76
199185	10/7/2022	015397 GOVTEMPSUSA LLC	4044691	VTP-019223	FY23-GOVTEMPS USA (CONTRACT 01-12-000-72790	864.50
					Total :	864.50
199186	10/7/2022	018476 GRACIE GLOBAL LLC	GST-00124	VTP-019295	CERTIFICATION - M.MCCULLOUGH 01-17-220-72140	2,400.00
					Total :	2,400.00
199187	10/7/2022	004438 GRAINGER	9464448910		WEB SLING, EYE & EYE,6FT 60-00-000-73845	104.73
					63-00-000-73845	11.64
					64-00-000-73845	49.87
					Total :	166.24
199188	10/7/2022	017574 GRAVES, JEFFREY	092922		REIMB HOTEL,MEALS PER DIEM TRIP 01-17-220-72140	600.41
					Total :	600.41
199189	10/7/2022	015198 GREEN PROMOTING LLC	55288		LIP BALM 01-35-000-73210	207.11

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199189	10/7/2022	015198 015198 GREEN PROMOTING LLC	(Continued)		Total :	207.11
199190	10/7/2022	020732 HALLBERG, VICTORIA	092922		2022 HOLIDAY TREE PROJECT SUF 30-00-000-74120	300.00
					Total :	300.00
199191	10/7/2022	014491 HANSEN DOOR INC.	11371		TORSION SPRING, WINDING PLUG 01-26-025-72520	455.00
					Total :	455.00
199192	10/7/2022	019792 HANSON AGGREGATES MIDWEST INC	41691835		56001218 / 016CA07 BED/BACKFILL 60-00-000-73860 63-00-000-73860 01-26-023-73860 70-00-000-73860 64-00-000-73860	124.87 13.87 99.10 33.04 59.46
					Total :	330.34
199193	10/7/2022	019784 HEARTLAND BUSINESS SYSTEMS LLC	549322-H		O365/SHAREPOINT III BILLABLE TII 01-16-000-72650	185.00
			549324-H	VTP-019320	ONLINE SHAREPOINT SITE MIGRA 30-00-000-74159	416.25
					Total :	601.25
199194	10/7/2022	004741 HEARTS & FLOWERS	010534		SYMPATHY PLANT 01-14-000-73870	70.00
					Total :	70.00
199195	10/7/2022	020408 HEIDEN, CODY	100322	VTP-019455	HOLIDAY TREE PROJECT - SECON 30-00-000-74120	1,680.00
					Total :	1,680.00
199196	10/7/2022	020408 HEIDEN, CODY	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
					Total :	300.00
199197	10/7/2022	012281 HINCKLEY SPRINGS	5977593100122		ACCT#32542175977593 OCT'22 WA 01-21-210-73110	75.35

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199197	10/7/2022	012281 012281 HINCKLEY SPRINGS	(Continued)		Total :	75.35
199198	10/7/2022	001487 HOMEWOOD DISPOSAL SERVICE	8006165		HWD TSF GARBAGE TONS TKT#10 01-26-023-72890	4,119.75
					Total :	4,119.75
199199	10/7/2022	004665 HOWE HOUSE LIMITED EDITIONS	614097		HOLIDAY ORNAMENTS-50% DEPO:	
				VTP-019505	01-14-000-72975	337.80
				VTP-019505	01-35-000-73210	365.95
				VTP-019505	01-14-000-72975	40.80
				VTP-019505	01-35-000-73210	44.20
					Total :	788.75
199200	10/7/2022	020747 HUSA, KIM	Ref001427202		UB Refund Cst #00515427 60-00-000-20599	53.46
					Total :	53.46
199201	10/7/2022	012863 IROQUOIS PAVING CORP.	2203406-02		#22-R0005.014 PMP - PAY REQUES	
				VTP-019417	05-00-000-75405	512,870.66
					Total :	512,870.66
199202	10/7/2022	007222 J.C.SCHULTZ ENTERPRISES	0000511162		TINLEY PARK 4X6 FLAGS 01-26-025-73112	276.86
					Total :	276.86
199203	10/7/2022	020736 KHALAF, HANADI	100522		REIMB: OVERPAID FOR A PASSENGER 06-00-000-79005	15.00
					Total :	15.00
199204	10/7/2022	005379 KLEIN, THORPE & JENKINS, LTD	225264		0114-001 LEGAL SERVICES MARCH 01-14-000-72850	90.00
					Total :	90.00
199205	10/7/2022	019064 KRESAL, EMMA K	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
					Total :	300.00
199206	10/7/2022	017603 LAKESIDE CONSULTANTS	093022		SEPT'22 SERVICES INVOICE - PLA	

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199206	10/7/2022	017603 LAKESIDE CONSULTANTS	(Continued)		01-33-300-72790	21,809.99
					Total :	21,809.99
199207	10/7/2022	013969 MAP AUTOMOTIVE OF CHICAGO	3-0050921		CAB FILT, OIL FILT - POLICE STOCK	196.44
			40-685542		01-17-205-72540	198.36
					CONTOUR BLADE - POLICE STOCK	
					01-17-205-72540	
					Total :	394.80
199208	10/7/2022	020322 MASTER AUTO SUPPLY	15030-122655		BLACK PLASTIC WELD	8.69
			15030-122656		01-17-205-72540	
			15030-122721		CALIPER, CTRL ARM W BALL JNT -	582.64
					01-17-205-72540	
					THERMOSTAT - STREET #10	29.80
					01-26-023-72540	
					Total :	621.13
199209	10/7/2022	020744 MC AVOY, JOHN	Ref001427199		UB Refund Cst #00457853	75.61
					60-00-000-20599	
					Total :	75.61
199210	10/7/2022	020726 MC CULLOUGH, MICHAEL	092922		REIMB: MEALS GRACIE SURVIVAL	75.00
					01-17-220-72140	
					Total :	75.00
199211	10/7/2022	005645 MEADE ELECTRIC COMPANY INC.	701797		TRAFFIC SIGNAL MAINTENANCE -	554.85
					01-26-024-72775	
					Total :	554.85
199212	10/7/2022	006074 MENARDS	27663		SUNNYSIDE ACETONE	7.99
					01-26-025-73550	
					Total :	7.99
199213	10/7/2022	012517 MERIDIAN IT INC	520384		REPAIR / TROUBLESHOOTING	450.00
			520386		01-16-000-72650	
					REPAIR/TROUBLESHOOTING	225.00
					01-16-000-72650	

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199213	10/7/2022	012517 MERIDIAN IT INC	(Continued) 5220385		REPAIR/TROUBLESHOOTING 01-16-000-72650	450.00
			52916		SERVICE CALL -MUSIC THEATRE S 01-16-000-72650	195.00
					Total :	1,320.00
199214	10/7/2022	020719 MERRILL, LISA	092922		REIMB: HEARTSAVER FIRST AID O 01-21-000-72140	15.00
					Total :	15.00
199215	10/7/2022	005746 MIDWEST TRANSIT EQUIPMENT INC.	X102148671:01		VILLAGE BUS 2 DECAL 01-42-000-72540	5.20
					Total :	5.20
199216	10/7/2022	004518 MUNICIPAL EMERGENCY SERVICES	IN1765273	VTP-019252	PURCHASE OF 12 HOSES (50 FEE 01-19-000-74184	900.00
			IN1769479	VTP-019252	PURCHASE OF 12 HOSES (50 FEE 01-19-000-74184	2,272.00
					01-19-000-74184	50.00
					Total :	3,222.00
199217	10/7/2022	015386 MUNICIPAL GIS PARTNERS, INC	6408		GIS STAFFING SERVICES SEPT'22 60-00-000-72652	5,623.98
					63-00-000-72652	624.89
					64-00-000-72652	2,678.07
					01-16-000-72652	8,926.95
					Total :	17,853.89
199218	10/7/2022	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-10-22HP	VTP-019478	HARRIS PORTABLES 30-00-000-74150	14,235.92
					Total :	14,235.92
199219	10/7/2022	006197 NAT'L EMERGENCY NUMBER ASSOC.	300069490		NENA GROUP MEMBERSHIP - PUB 01-21-210-72720	725.00
					Total :	725.00
199220	10/7/2022	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	

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199220	10/7/2022	015723 NICOR	(Continued)			
			06821610000		01-26-025-72511 ACCT#06821610000 METER 276933	49.84
					60-00-000-72511	18.99
					63-00-000-72511	18.99
					64-00-000-72511	16.29
			12213610004		ACCT#12213610004 METER#50313	
					01-26-025-72511	386.94
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	55.83
			54072310003		ACCT#54072310003 METER 542086	
					01-26-025-72511	1,911.84
			73675410002		ACCT#73675410002 METER 356130	
					01-26-025-72511	1,704.19
			74433410003		ACCT#74433410003 METER 357540	
					01-26-025-72511	49.84
			83523710008		ACCT#83523710008 METER#30262	
					01-26-025-72511	339.32
			96019958527		ACCT#96019958527 METER#45826	
					01-26-025-72511	133.19
					Total :	4,685.26
199221	10/7/2022	006178 NORMAN'S	73519		UNIFORM CLEANING FOR EMA	
					01-21-000-73610	15.30
					Total :	15.30
199222	10/7/2022	006221 NORTHERN SAFETY CO. INC.	904957902		BEE BOPPER II WASP AND HORNE	
					60-00-000-73845	35.87
					63-00-000-73845	3.99
					64-00-000-73845	17.08
					01-26-023-73845	56.93
					01-26-024-73845	28.45
					Total :	142.32
199223	10/7/2022	013224 NORTHWESTERN UNIVERSITY	20198		TRAINING CLASS - TRAFFIC CRAS	
				VTP-019498	01-17-220-72140	5,180.00

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199223	10/7/2022	013224 013224 NORTHWESTERN UNIVERSITY	(Continued)		Total :	5,180.00
199224	10/7/2022	020410 OLSON, MATTHEW	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
					Total :	300.00
199225	10/7/2022	012575 P & G KEENE ELECTRICAL	225977		NEW PMGR STR - POLICE 3R 01-17-205-72540	148.00
					Total :	148.00
199226	10/7/2022	006475 PARK ACE HARDWARE	68867/1		ACCT#891431 INV#68867/1 ENGINE 60-00-000-73410 63-00-000-73410 64-00-000-73410	17.63 1.96 8.39
					Total :	27.98
199227	10/7/2022	020406 PARKER, DEVIN	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
					Total :	300.00
199228	10/7/2022	020658 PECORARO, PAUL	092922		REIMB: HEARTSAVER FIRST AID O 01-21-000-72140	15.00
					Total :	15.00
199229	10/7/2022	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4282723	VTP-019225	FY23-PHYSICIANS IMMEDIATE CAF 01-14-000-72446	2,129.00
					Total :	2,129.00
199230	10/7/2022	006499 PITNEY BOWES INC	1021619523		ACCT#0012198182 EQUIP RENTAL 01-14-000-72750 60-00-000-72750	75.00 75.00
					Total :	150.00
199231	10/7/2022	006656 PITNEY BOWES RESERVE ACCOUNT	092922		PITNEY BOWES RESERVE ACCOU 01-17-205-72110	3,500.00
					Total :	3,500.00
199232	10/7/2022	020299 POINT B COMMUNICATIONS INC	INV-21867		PROGRAMMATIC DIG MEETINGS,L	

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199232	10/7/2022	020299 POINT B COMMUNICATIONS INC	(Continued)		01-35-100-72983	14,635.00
					Total :	14,635.00
199233	10/7/2022	006780 POMP'S TIRE SERVICE, INC	690116532	VTP-019486	TIRE REPLACEMENT ON STREET S 01-26-023-73560	1,914.30
					Total :	1,914.30
199234	10/7/2022	006507 POSTMASTER, U. S. POST OFFICE	093022		OCTOBER'22 WATER BILLS 60-00-000-72110 64-00-000-72110	2,540.71 1,088.87
					Total :	3,629.58
199235	10/7/2022	019509 PRI MANAGEMENT GROUP	18513		WEBINAR REDACTING RECORDS : 01-17-205-72140	540.60
					Total :	540.60
199236	10/7/2022	020264 PRO EM NATIONAL EVENT SERVICES	127782-3	VTP-019492	HOLIDAY MARKET TENT - DEPOSIT 01-35-000-72954	18,242.70
					Total :	18,242.70
199237	10/7/2022	020282 QBF GRAPHICS GROUP	52583		PROMOTIONAL 1/4 ZIP UP PULLOV 01-35-000-73210	208.01
					Total :	208.01
199238	10/7/2022	006361 RAY O' HERRON CO INC	2219790		EMA-RAINCOATS 01-21-000-73610	3,772.93
			2223780		UNIFORM AND ACCESSORIES - M. 01-17-220-73610	94.80
			2224236		UNIFORM - J. GOLDSMITH 01-17-220-73610	56.78
			2224247		UNIFORM - M. VOLD 01-17-220-73610	56.78
					Total :	3,981.29
199239	10/7/2022	012095 RECORD A HIT INC	221669.	VTP-019275	BOUNCERS FOR BOO BASH - REM 01-35-000-72923	1,207.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199239	10/7/2022	012095	012095 RECORD A HIT INC	(Continued)	Total :	1,207.50
199240	10/7/2022	018820	RITTER, DANIEL	100322	REIMB: ILCMA PROFESSIONAL DU 01-33-000-72720	65.00
					Total :	65.00
199241	10/7/2022	006874	ROBINSON ENGINEERING CO. LTD.	22090180	11-320 TP THE BLVD AT CENTRAL S 27-00-000-72840	308.00
				22090260	19-R0866.04 TP 191ST ST & 80TH A 26-00-000-75706	2,304.50
				22090263	21-R0545 TP KIMBERLY HEIGHTS C 65-00-000-75310	16,000.00
				22090288	22-R0446 TP STREET LIGHTING VII 30-00-000-75500	9,529.25
				22090496	22-R0055 PROF ENG SVC ADMIN 01-26-023-72840	3,141.00
					01-26-023-73790	197.00
					01-33-310-72840	9,938.50
					Total :	41,418.25
199242	10/7/2022	006982	ROSE, MARTY	092922	2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120	300.00
					Total :	300.00
199243	10/7/2022	020746	RUIZ, ROBERTO	Ref001427201	UB Refund Cst #00512102 60-00-000-20599	7.48
					Total :	7.48
199244	10/7/2022	007629	SAM'S CLUB DIRECT	092622	SODA FOR VEND,NAPKINS,PAPER 01-14-000-73115	106.55
				100322	SODA, CUPS 01-41-056-72937	122.92
					Total :	229.47
199245	10/7/2022	018104	SBA STEEL,LLC	IN14065306	TOWER SITE RENT #IL46494-A-03 60-00-000-72631	211.07
					63-00-000-72631	211.07
					64-00-000-72631	211.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199245	10/7/2022	018104 SBA STEEL,LLC	(Continued)		01-17-205-72631 01-19-000-72631 Total :	422.13 351.77 1,407.11
199246	10/7/2022	020644 SCIENTEL SOLUTIONS LLC	006805 006806	VTP-019370 VTP-019357	INSTALLATION OF NEW FIREWALL 01-16-000-72650 FIREWALLS 30-00-000-74128 Total :	3,562.65 5,874.30 9,436.95
199247	10/7/2022	007453 SERVICE SANITATION, INC.	8377127	VTP-019208	FARMERS MARKET PORTA POTTIE 01-35-000-72923 Total :	410.00 410.00
199248	10/7/2022	020743 SHERVINO, SAMUEL & SYLVIA	Ref001427198		UB Refund Cst #00452894 60-00-000-20599 Total :	90.15 90.15
199249	10/7/2022	020511 SIERRA ITS	1264. 1305 1312		IT STAFF J. DAVILA 8/7-8/13/22,8/14 01-16-000-72790 IT STAFF J. DAVILA 9/11-9/17/22 01-16-000-72790 IT STAFF J. DAVILA 9/18-9/24/22 01-16-000-72790 Total :	1,800.00 1,800.00 1,800.00 5,400.00
199250	10/7/2022	017445 SIEVERT ELECTRIC/CRANE & HOIST	S106911		ANNUAL INSPECTION ELECTRIC C 01-19-000-72750 Total :	657.50 657.50
199251	10/7/2022	020405 SIMPSON, NICOLE	092922		2022 HOLIDAY TREE PROJECT - SL 30-00-000-74120 Total :	300.00 300.00
199252	10/7/2022	007109 SIRCHIE	0561908-IN 0562437-IN	VTP-019482	INVESTIGATION SUPPLIES 01-17-225-73550 INVESTIGATION SUPPLIES	452.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199252	10/7/2022	007109 SIRCHIE	(Continued)	VTP-019482	01-17-225-73550	48.12
					Total :	500.97
199253	10/7/2022	007393 SOUND SONIC INC	092922		SENIOR CENTER BINGO 10/4/22	
			092922.		01-41-056-72937	175.00
					SENIOR CENTER BINGO 11/8/22	
					01-41-056-72937	175.00
					Total :	350.00
199254	10/7/2022	012238 STAPLES BUSINESS ADVANTAGE	3518160782		HD VIEW BINDER	
			3518160783		01-17-205-73110	-76.99
			3518160784		HD VIEW BINDER	
			3518160785		01-17-205-73110	76.99
			3518658275		PUSH PINS, STAPLES, LETTER TR	
			3518658276		01-17-205-73110	46.06
					HP 202A BLACK, ADDING MACHINE	
					01-17-205-73110	81.56
					POST ITS, 3TAB HVYWT FF LTR AS	
					01-14-000-73110	159.04
					COIN ENV BRN KRFT 24#, LGL PO	
					01-17-205-73110	54.45
					Total :	341.11
199255	10/7/2022	015452 STEINER ELECTRIC COMPANY	S007228896.001		SCISSORS, SPLICE, SHIRK TUBING	
					01-26-024-73570	422.67
					Total :	422.67
199256	10/7/2022	011038 STEVE SPIESS CONSTRUCTION INC.	5181	VTP-019084	LAGRANGE RD SEWER, WATER M	
					26-00-000-75707	113,399.95
					Total :	113,399.95
199257	10/7/2022	020706 STRADA CONSTRUCTION	18-8712109	VTP-019470	SIDEWALK FLATWORK AND CURB	
					01-26-023-75200	125,622.00
					Total :	125,622.00
199258	10/7/2022	007205 SUBURBAN LABORATORIES INC.	207268		LEAD/COPPER TESTING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199258	10/7/2022	007205 SUBURBAN LABORATORIES INC.	(Continued)		60-00-000-72865 63-00-000-72865 Total :	348.25 149.25 497.50
199259	10/7/2022	007297 SUTTON FORD INC./FLEET SALES	562673 562755 562756 562804		ARM ASY, KIT, SEAL ASY OIL - POL 01-17-205-72540 TUBE ASY, GASKET - POLICE 28AZ 01-17-205-72540 MOULDING WINDSHIELD, KIT RET/ 01-17-205-72540 KIT - POLICE 28AZ 01-17-205-72540 Total :	167.34 266.05 196.38 34.50 664.27
199260	10/7/2022	020581 SYSTEM SUPPORT & INTEGRATION, (S	8882		FIELD SERVICE - ACUITY NLIGHT M 01-26-025-72530 Total :	600.00 600.00
199261	10/7/2022	018607 TELCOM INNOVATIONS GROUP, LLC	A59074		DOUBLE TIME/LABOR CHARGE FO 01-26-025-72777 Total :	543.75 543.75
199262	10/7/2022	017520 THE COP FIRE SHOP	208485		CONCERT POLO - SHAIBI 01-17-220-73610 Total :	54.00 54.00
199263	10/7/2022	018729 THE GREAT BOODINI	2241	VTP-019367	MAGICIAN FOR BOO BASH 01-35-000-72923 Total :	600.00 600.00
199264	10/7/2022	014854 THOMSON REUTERS-WEST PYMNT CTI	847130561		ONLINE/SOFTWARE SUBSCRIPTIC 01-17-225-72852 Total :	212.12 212.12
199265	10/7/2022	007758 TINLEY AUTO REPAIR & TOWING	5234		CLEAN UP AND DEBRIS REMOVAL 01-17-220-73600	195.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199265	10/7/2022	007758	007758 TINLEY AUTO REPAIR & TOWING	(Continued)	Total :	195.00
199266	10/7/2022	013040	TINLEY PARK FIRE DEPT	22-134	PETTY CASH REIMB: PICNIC ICE,F 01-19-020-72170 01-19-000-72110 01-19-000-72220 01-19-000-72170 Total :	62.71 35.90 23.49 24.18 146.28
199267	10/7/2022	007955	TRAFFIC CONTROL & PROTECTION	112821	SIGN SUPPLIES 01-26-023-73830 Total :	2,201.60 2,201.60
199268	10/7/2022	019006	TRAFFIC CONTROL COMPANY	2022-2	PAVEMENT MARKING PROGRAM 01-26-023-75802 Total :	82,628.49 82,628.49
199269	10/7/2022	002754	UNITED RENTALS NW, INC.	210197990-001	REIMBURSE DAMAGE TO COUNTY 01-19-000-73110 Total :	1,088.19 1,088.19
199270	10/7/2022	008057	USA BLUE BOOK	121566	PAINT 01-26-023-73620 Total :	106.98 106.98
199271	10/7/2022	020715	VANTAGE AV	12312-1	SOUND PRODUCTION FOR HOLID 01-35-100-72985 Total :	2,237.50 2,237.50
199272	10/7/2022	011416	VERIZON WIRELESS	9916436802	ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127 Total :	17.79 17.79 15.25 50.83
199273	10/7/2022	006362	VILLAGE OF OAK LAWN	1-9990015-00	ACCT#1-9990015-00 9/1-10/1/22 60-00-000-73220 63-00-000-73220	793,560.13 732,517.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199273	10/7/2022	006362 006362 VILLAGE OF OAK LAWN	(Continued)			Total : 1,526,077.18
199274	10/7/2022	008095 VISSERS COLLISION CENTER	160003259	VTP-019504	SQUAD REPAIRS 01-17-205-72540	5,657.51
					Total :	5,657.51
199275	10/7/2022	010165 WAREHOUSE DIRECT INC	5336040-0		MEMORY CARD, 128GB - WATER 60-00-000-73110 63-00-000-73110 64-00-000-73110	29.17 3.24 13.89
			C5327106-0		DESK CALENDAR, CALENDAR REF 01-26-023-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-024-73110	-2.66 -1.68 -0.19 -0.79 -1.32
					Total :	39.66
199276	10/7/2022	011055 WARREN OIL CO.	W1506405		DIESEL GAS USED 9/3-9/21/22 01-19-000-73545 60-00-000-73545 63-00-000-73545 64-00-000-73545 01-26-023-73545 01-26-024-73545 01-14-000-73531	2,417.03 289.77 72.44 155.24 2,304.35 181.35 3,818.99
					Total :	9,239.17
199277	10/7/2022	008238 WINSTON'S MARKET	092922		SENIOR LUNCH 9/14/22 01-41-056-72937	335.00
					Total :	335.00
199278	10/7/2022	020737 ZORENA, JASON	100422		REIMB: ICC CERTIFICATION 01-33-300-72170	121.00
					Total :	121.00
148 Vouchers for bank code : apbank						Bank total : 3,107,635.54

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4215	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	192.53
					63-00-000-72542	36.67
					64-00-000-72542	98.23
					Total :	327.43
4216	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	192.53
					63-00-000-72542	36.67
					64-00-000-72542	98.23
					Total :	327.43
4217	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	205.09
					63-00-000-72542	39.07
					64-00-000-72542	104.64
					Total :	348.80
4218	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-3		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	192.53
					63-00-000-72542	36.67
					64-00-000-72542	98.23
					Total :	327.43
4219	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ENCOMPASS SPECIALTY NI	
					60-00-000-72542	25.41
					63-00-000-72542	4.84
					64-00-000-72542	12.96
					Total :	43.21
4220	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ILLINOIS BONE AND JOINT	
					60-00-000-72542	123.07
					63-00-000-72542	23.44
					64-00-000-72542	62.80
					Total :	209.31
4221	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4221	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		01-14-000-72542	113.30
					Total :	113.30
4222	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 211026W032		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	494.50
					Total :	494.50
4223	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 200219W023		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	21.50
					Total :	21.50
4224	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					Total :	1,704.52
4225	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
					Total :	1,113.02
4226	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-IPMG 01-14-000-72542	49.36
					Total :	49.36
4227	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 2107 2008 2104		PAYEE-GENEX SERVICES, LLC 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542 60-00-000-72542 63-00-000-72542	7.66 1.46 3.90 5.47 1.04 2.79 7.66 1.46 7.80 70.07 7.66 1.46

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4227	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR (Continued)			
					64-00-000-72542	3.90
					60-00-000-72542	7.66
					63-00-000-72542	1.46
					64-00-000-72542	3.90
					60-00-000-72542	7.66
					63-00-000-72542	1.46
					64-00-000-72542	3.90
					60-00-000-72542	7.26
					63-00-000-72542	1.38
					64-00-000-72542	3.71
					60-00-000-72542	7.66
					63-00-000-72542	1.46
					64-00-000-72542	3.90
					60-00-000-72542	7.84
					63-00-000-72542	1.49
					64-00-000-72542	4.01
					60-00-000-72542	7.66
					63-00-000-72542	1.46
					Total :	196.20
4228	10/4/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1			
					PAYEE-GENEX SERVICES	
					60-00-000-72542	6.59
					63-00-000-72542	1.26
					64-00-000-72542	3.36
					Total :	11.21
14 Vouchers for bank code : ipmq					Bank total :	5,287.22
164 Vouchers in this report					Total vouchers :	3,147,349.04

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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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

Bank code : ap ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1124	9/14/2022	020748 OTT, ANDREW	16		(100) RADIO STRAPS AND HOLDEF 36-00-000-74183	14,550.00
					Total :	14,550.00
1125	9/16/2022	003511 CULLIGAN WATER CONDITIONING	0053033		FIRE STATIONS WATER COOLER F 36-00-000-73845	52.00
					Total :	52.00
1127	10/10/2022	003511 CULLIGAN WATER CONDITIONING	0053494		(4 STATIONS) BOTTLE-FREE COOL 36-00-000-73845	312.00
					Total :	312.00
3 Vouchers for bank code : ap_ff						Bank total : 14,914.00

Bank code : ap py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126403	10/14/2022	017391 VSP ILLINOIS	100122		VSP SEPT PAYMENT/OCT COVERA 86-00-000-20432	2,165.14
Total :						2,165.14
1 Vouchers for bank code : ap_py						Bank total : 2,165.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199279	10/7/2022	020750 TADE, PARKER	100522		PATRIOT'S PEN AWARD CHECK - 2 01-41-050-72920	100.00
					Total :	100.00
199280	10/7/2022	020751 TABAY, KYLE	100522		VOICE OF DEMOCRACY AWARD C 01-41-050-72920	100.00
					Total :	100.00
199282	10/14/2022	002856 AIRY'S, INC	26895	VTP-019465	SLIP LINE EXISTING 24" DUCTILE I 62-00-000-75702	334,651.50
					Total :	334,651.50
199283	10/14/2022	015759 ALLIED 100 LLC	INV3080014	VTP-019517	AED SUPPLIES 01-17-220-73600	1,954.95
					Total :	1,954.95
199284	10/14/2022	016616 AMERICAN MEDICAL RESPONSE	10897		EMS SERVICE AGREEMENT 9/1-9/3 01-21-000-72856	44,504.58
					Total :	44,504.58
199285	10/14/2022	019050 AN ENGLISH GARDEN LLC	000758		SYMPATHY ARRANGEMENT 01-17-205-73600	75.00
					Total :	75.00
199286	10/14/2022	014936 AQUAMIST PLUMBING & LAWN	1116061	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-023-72790	497.50
			115772	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-023-72790	2,107.09
			115773	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-025-72790	237.00
			115774	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-025-72790	818.09
			115775	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-023-72790	730.58
			115776	VTP-019511	IRRIGATION REPAIRS AND WINTER 01-26-025-72790	203.00
			115777	VTP-019511	IRRIGATION REPAIRS AND WINTER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199286	10/14/2022	014936 AQUAMIST PLUMBING & LAWN	(Continued)			
			115778	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	210.00
			115779	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	719.43
			115780	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	528.78
			116058	VTP-019511	01-26-023-72790 IRRIGATION REPAIRS AND WINTER	3,576.59
				VTP-019511	01-26-023-72790	316.57
			116059	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	79.43
			116060	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	249.00
			116148	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	338.00
			116149	VTP-019511	01-26-025-72790 IRRIGATION REPAIRS AND WINTER	291.04
			122559	VTP-019511	01-26-023-72790 IRRIGATION REPAIRS AND WINTER	310.00
				VTP-019511	01-26-023-72790	2,461.67
					Total :	13,673.77
199287	10/14/2022	004223 ARC ILLINOIS	844173		PLAIN PLOTTING PAPER 01-35-000-73110	242.43
					Total :	242.43
199288	10/14/2022	014511 AREA LANDSCAPE SUPPLY, INC.	2080983		SOD 01-26-023-73680	312.00
					Total :	312.00
199289	10/14/2022	018293 ARTISTIC HOLIDAY DESIGNS LLC	107344		DOWNTOWN TINLEY FOUNTAIN CH/	
				VTP-019413	01-35-000-73112	284.65
					Total :	284.65
199290	10/14/2022	013135 AUDIO VISUAL PRODUCTIONS INC.	INV-17658		SPEAKERS, STANDS 01-35-000-72954	2,494.97

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Voucher List
Village of Tinley Park

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199290	10/14/2022	013135	013135 AUDIO VISUAL PRODUCTIONS INC. (Continued)		Total :	2,494.97
199291	10/14/2022	003166	B & J TOWING AND AUTO REPAIR	21231	SAFETY INSPECTION	
					01-26-023-72266	212.00
					60-00-000-72266	26.25
					63-00-000-72266	26.25
					64-00-000-72266	22.50
					Total :	287.00
199292	10/14/2022	003359	BACKFLOW SOLUTIONS INC	7534	VTP CROSS CONNECTION CONTR	
					60-00-000-72790	3,080.54
					Total :	3,080.54
199293	10/14/2022	020280	BETTENHAUSEN & ASSOCIATES LLC	100822	FINANCIAL AND ADMIN PROF SVC	
					01-15-000-72790	3,525.00
					Total :	3,525.00
199294	10/14/2022	002974	BETTENHAUSEN CONSTRUCTION SER\	220115	TRUCK TIME HAULING SWEEPING	
					01-26-023-72890	112.50
					60-00-000-73681	165.38
					63-00-000-73681	18.38
					64-00-000-73681	78.74
			220116		TRUCK TIME HAULING STONE FRC	
					01-26-023-73860	168.75
					60-00-000-73860	212.63
					63-00-000-73860	23.63
					64-00-000-73860	101.25
					70-00-000-73860	56.24
			220117		SEMI TRUCK TIME HAULING SPOIL	
					01-26-023-72890	281.25
					60-00-000-73681	413.44
					63-00-000-73681	45.94
					64-00-000-73681	196.87
			220118		HAULING SPOILS TO CHICAGO ST	
					01-26-023-72890	206.25
					60-00-000-73681	303.19
					63-00-000-73681	33.69

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199294	10/14/2022	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
			220119		64-00-000-73681	144.37
					TRUCK TIME FOR HAULING STONE	
					01-26-023-73860	37.50
					60-00-000-73860	47.25
					63-00-000-73860	5.25
					64-00-000-73860	22.50
					70-00-000-73860	12.50
					Total :	2,687.50
199295	10/14/2022	020758 CARLIN MORAN LANDSCAPING	Ref001427533		UB Refund Cst #00477245, refund hy	
					60-00-000-20599	66.59
					Total :	66.59
199296	10/14/2022	003406 CDS OFFICE TECHNOLOGIES	INV1432175		PD -IN CAR CAMERAS - RESTOCKI	
					30-00-000-74603	8,497.10
					Total :	8,497.10
199297	10/14/2022	011889 CENTRAL MIDDLE SCHOOL	092922		2022 HOLIDAY TREE PROJECT - SL	
					30-00-000-74120	300.00
					Total :	300.00
199298	10/14/2022	015199 CHICAGO PARTS & SOUND LLC	2J0003756		EMERGENCY EQUIPMENT FOR (9)	
				VTP-018482	30-00-000-74220	12,259.00
			2J0003799		EMERGENCY EQUIPMENT FOR (9)	
				VTP-018482	30-00-000-74220	12,259.00
			2J0003853		GLASS MOUNT,BRASS COAX - WA	
					60-00-000-72540	123.11
					63-00-000-72540	41.04
					64-00-000-72540	70.35
					60-00-000-72540	65.63
					63-00-000-72540	21.88
					64-00-000-72540	37.49
			3-0051989		AIR FILTER - #34 ELECTRIC	
					01-26-024-72540	15.65
			3-0052109		PAD SET, ROTORRR BRK - #5C PD	
					01-17-205-72540	222.96

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199298	10/14/2022	015199 CHICAGO PARTS & SOUND LLC	(Continued) 3-0052158		BELT - SERPENTINE - VILLAGE MA 01-12-000-72540	21.81
Total :						25,137.92
199299	10/14/2022	017349 CHICAGO STREET CCDD, LLC	23072		DUMP FEE 9/30/22 01-26-023-72890	70.00
Total :						70.00
199300	10/14/2022	003137 CHRISTOPHER B.BURKE ENGINEERNG	178489		01.R160373.00008 POST 5 LIFT ST 61-00-000-72840	1,440.00
			178490		01.R160373.00030 WESTERN PRES 26-00-000-75708	4,678.50
			178491	VTP-019296	ENGINEERING SVCS FOR OPA PEI 27-00-000-74418	452.00
			178492	VTP-019212	STREET LIGHTING LED CONVERSI 30-00-000-75500	394.00
			178493		01.R160373.00002 INTERIM VILL EN 64-00-000-72840	280.00
					60-00-000-72840	1,030.00
					63-00-000-72840	1,030.00
					30-00-000-74604	3,888.00
			178494		01.R160373.00031 183RD ST OH U1 30-00-000-75801	1,299.50
			178495		01.R160373.D0026 IRONWOOD DR 26-00-000-75704	462.50
			178496		01.R160373.D0029 LAGRANGE RD 26-00-000-75708	9,482.00
			178497		01.R160373.C0025 DORTOTHY LN 26-00-000-75705	4,581.50
			178498		01.R160373.C0026 IRONWOOD DR 26-00-000-75704	15,521.00
			22090284		21-R0315.01 TP 174TH ST RECONS 16-00-000-75703	617.24
					16-00-000-75500	136.16
					27-00-000-75703	768.47
					27-00-000-75806	192.12

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199300	10/14/2022	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued)		27-00-000-75500	169.51
					Total :	46,422.50
199301	10/14/2022	013820 CINTAS CORPORATION	4133463414		MATS - PD	
			4133575208		01-26-025-72790	176.78
					MATS - VH	
					01-26-025-72790	260.06
					Total :	436.84
199302	10/14/2022	012826 CONSTELLATION NEWENERGY, INC.	63522424801		ACCT#875224 UTIL#3784068018 18	
					60-00-000-72510	2,750.67
					63-00-000-72510	2,750.67
			63522428501		ACCT#875225 UTIL#4373166015 66	
					60-00-000-72510	2,041.80
					63-00-000-72510	2,041.80
					Total :	9,584.94
199303	10/14/2022	018234 CORE & MAIN LP	R670840		HYMAX 2 FLIP	
					60-00-000-73680	285.55
					63-00-000-73680	31.73
					64-00-000-73680	135.97
					Total :	453.25
199304	10/14/2022	011236 DAJANI, OSAMAH	101222		REIMB: MEALS CRIMINAL RELATEI	
			101222.		01-17-220-72140	15.00
			101222.		REIMB: MEALS MY C.I.	
			101222..		01-17-220-72140	15.00
			101222...		REIMB: MEALS LEGAL AND JUSTIF	
			101222....		01-17-220-72140	15.00
			101222....		REIMB: MEALS CRIMINAL FOR DEI	
			101222....		01-17-220-72140	15.00
			101222....		REIMB: MEALS HUMAN TRAFFICKII	
			101222....		01-17-220-72140	15.00
					Total :	75.00
199305	10/14/2022	015334 DEARBORN NATIONAL	100122		GROUP TERM LIFE INSURANCE SE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199305	10/14/2022	015334 DEARBORN NATIONAL	(Continued)			
					01-11-000-72430	103.36
					01-12-000-72430	79.00
					01-13-000-72430	32.18
					01-15-000-72430	63.39
					01-16-000-72430	41.93
					01-17-205-72430	278.92
					01-17-215-72430	6.34
					01-17-217-72430	9.75
					01-17-220-72430	546.00
					01-17-225-72430	117.00
					01-19-000-72430	67.29
					01-21-000-72430	22.43
					01-21-210-72430	139.44
					01-26-023-72430	267.18
					01-26-024-72430	29.25
					01-26-025-72430	79.95
					01-33-000-72430	21.45
					01-33-300-72430	90.68
					01-33-310-72430	9.75
					01-33-320-72430	9.75
					01-35-000-72430	41.93
					60-00-000-72430	229.14
					Total :	2,286.11
199306	10/14/2022	004009 EAGLE UNIFORM CO INC	INV-10175		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	194.00
			INV-10275		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	279.00
			INV-10276		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	152.50
			INV-10279		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	172.00
			INV-10307		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	350.00
			INV-10323		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	260.00

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199306	10/14/2022	004009 EAGLE UNIFORM CO INC	(Continued) INV-9428		FIRE MEMBER UNIFORMS (CLASS	
			INV-9468	VTP-019131	01-19-000-73610	161.00
			INV-9710	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	301.50
				VTP-019131	FIRE MEMBER UNIFORMS (CLAS A	
					01-19-000-73610	298.00
					Total :	2,168.00
199307	10/14/2022	020508 ENTERPRISE FLEET MANAGEMENT	FBN4571657		ENTFLT OCT'22 25Q836(29W)25P6	
					60-00-000-20201	352.74
					60-00-000-96142	131.54
					60-00-000-72863	42.03
					60-00-000-20201	352.74
					60-00-000-96142	131.54
					60-00-000-72863	42.02
					60-00-000-20201	477.38
					60-00-000-96142	201.52
					60-00-000-72863	43.28
					30-00-000-96141	420.94
					30-00-000-96142	193.45
					01-17-205-72863	42.93
					30-00-000-96141	389.87
					30-00-000-96142	175.05
					01-26-023-72863	39.97
					30-00-000-96141	423.75
					30-00-000-96142	192.47
					01-12-000-72863	43.09
					01-12-000-72720	163.00
					Total :	3,859.31
199308	10/14/2022	004019 EVON'S TROPHIES & AWARDS	093022		NAME BADGES	
					01-33-000-73110	23.00
					Total :	23.00
199309	10/14/2022	020246 FIFTH THIRD BANK	000004		****2177 EMPLOYEE LUNCH	
					01-12-000-72974	369.90

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199309	10/14/2022	020246 FIFTH THIRD BANK	(Continued) 083122		****2177 JOB POSTING ASST FINAN 01-14-000-72448	250.00
			090222		****2177 SNAPCHAT FILTER 01-35-000-72653	25.82
			090622		****2177 MONTHLY SUBSCRIPTION 01-35-000-72720	27.72
			090822		****2177 POSTAGE 01-13-000-72110	18.50
			090822		****2177 SUBSCRIPTION 01-35-000-72720	1,638.00
			090922		****2177 SINGLE JOB POSTING 01-14-000-72448	279.00
			091422		****2177 CAKE AND DONUTS FOR S 01-41-056-72937	71.88
			092222		****2177 ONE USER ADDED TO SUI 01-16-000-72655	70.90
			092322		****2177 CUPS, PLATES, NAPKINS, 01-19-020-72220	168.88
			092722		****2177 PICNIC 01-19-020-72220	387.28
					01-19-000-72220	387.28
			092922		****2177 JOB POSTING 01-14-000-72448	35.00
			1070		****2177 TREE LIGHTING CEREMO 01-35-000-72954	250.00
			111-5194961-6402640		****2177 BUSNIESS/LIQUOR LICEN 01-15-000-73110	20.98
			111-7729322-1078627		****2177 CORK BULLETIN BOARD 01-15-000-73110	71.02
			111-9592867-0789048		****2177 HANGING FOLDERS, ENVI 01-12-000-73110	95.73
			111-9985793-1277835		****2177 STICKY TABS, GEL PENS, 01-26-025-73110	65.02
			112-0317302-2969831		****2177 MOTION SENSOR 01-26-025-72520	70.99
			112-1988467-6999411		****2177 DIVIDERS, TRASH BAGS	

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199309	10/14/2022	020246 FIFTH THIRD BANK	(Continued)			
					01-19-000-73110	4.65
					01-19-000-73580	21.56
			112-7573398-0113854		****2177 UMPIRE TSHIRT	
					01-12-000-72974	23.98
			112-7573398-0113854		****2177 UMPIRE TSHIRT	
					01-12-000-72974	-17.99
			113-0100860-8919401		****2177 TABLECLOTHS, HANGING	
					60-00-000-73115	16.79
					63-00-000-73115	16.79
					64-00-000-73115	14.39
					01-26-023-73115	47.98
					01-26-024-73115	23.99
			113-0353946-8983463		****2177 FLASHLIGHTS	
					60-00-000-73410	170.06
					63-00-000-73410	18.90
					64-00-000-73410	80.98
			113-1835340-2593843		****2177 BALLOONS	
					01-26-024-72974	15.98
			113-2120945-6468233		****2177 HANGING FILE FOLDERS	
					01-19-000-73110	38.98
			113-6544165-6253048		****2177 APPLE WALL AND CAR CH	
					01-26-025-72520	54.23
			113-9492481-0604202		****2177 UMPIRE TSHIRT	
					01-14-000-72974	23.98
			114-0744126-2260220		****2177 LED EXIT SIGN	
					01-26-025-72520	456.00
			114-0793297-7241039		****2177 CHAIR MAT	
					01-26-025-72520	51.76
			114-0802928-0696258		****2177 TAPE MEASURE	
					60-00-000-73410	8.25
					63-00-000-73410	0.92
					64-00-000-73410	3.93
					01-26-023-73410	13.09
			114-0942689-7901843		****2177 BUSINESS CARD HOLDER	
					01-12-000-73110	28.24
			114-1657766-6537830		****2177 PANIC DEVICE POWER CO	

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199309	10/14/2022	020246 FIFTH THIRD BANK	(Continued)			
			114-4422194-8641864		01-26-025-72520 ****2177 EUREKA VACUUM BELTS	246.91
			114-4574276-0449802		01-26-025-73580 ****2177 GREASE BULLY NITRILE G	8.93
					60-00-000-73845	37.55
					63-00-000-73845	4.17
					64-00-000-73845	17.88
					01-26-023-73845	59.60
					01-26-024-73845	29.79
			114-4627882-7721039		****2177 RUBBERMAID COMMERCIAL	
					01-26-025-73580	93.78
			114-4783179-4890668		****2177 CARPET CLEANING WANE	
					01-26-025-73580	219.00
			114-6069512-7754622		****2177 DISPOSABLE GLOVES	
					01-26-025-73580	97.23
					60-00-000-73845	61.25
					63-00-000-73845	6.81
					64-00-000-73845	29.17
			114-7126625-3189050		****2177 DOCKING STATIONS	
					01-16-000-74128	899.90
			114-8854318-5538633		****2177 CARPET CLEANING WANE	
					01-26-025-73580	21.47
					60-00-000-73845	13.52
					63-00-000-73845	1.50
					64-00-000-73845	6.44
			114-8855793-2918611		****2177 CHAIR MAT	
					01-26-025-72520	238.64
			130393		****2177 MIDWAY MINI SLING BAG	
					01-35-000-73210	16.30
			1328-8211		****2177 CONFERENCE REGISTRA	
					01-21-210-72170	175.00
			1551-0173		****2177 CONFERENCE REGISTRA	
					01-21-210-72170	175.00
			1633		****2177 JOB POSTING	
					01-14-000-72448	125.00
			1653		****2177 JOB POST	

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199309	10/14/2022	020246 FIFTH THIRD BANK	(Continued)			
			17442		01-14-000-72448	100.00
					****2177 STUDENT MEMBERSHIP	
			1992008389		01-33-000-72720	30.00
					****2177 ILLINOIS CLASS A/B/C OPI	
			2195241668		01-26-025-72140	150.00
					****2177 ADOBE STOCK	
			26908524		01-35-000-72720	79.99
					****2177 RESERVATIONS	
			2FJW5GBL62		01-33-310-72170	290.09
					****2177 PROMOTING	
			430589		01-35-000-72653	143.34
					****2177 JOB POSTING FOR SENIC	
			58694724		01-14-000-72448	225.00
					****2177 LICENSE PLATE RENEWAI	
			8003071		01-17-205-72860	154.40
					****2177 2 SHIPPING CONTAINERS	
			86774	VTP-019442	01-19-000-72140	4,228.20
					****2177 MARKING FLAGS	
				VTP-019463	60-00-000-72513	498.49
				VTP-019463	63-00-000-72513	166.16
				VTP-019463	64-00-000-72513	284.85
				VTP-019463	60-00-000-72513	498.49
				VTP-019463	63-00-000-72513	166.16
				VTP-019463	64-00-000-72513	284.85
				VTP-019463	60-00-000-72513	498.49
				VTP-019463	63-00-000-72513	166.16
				VTP-019463	64-00-000-72513	284.85
				VTP-019463	60-00-000-72513	139.26
				VTP-019463	63-00-000-72513	46.42
				VTP-019463	64-00-000-72513	79.58
			9886848464		****2177 OFFICE CHAIRS	
					01-21-000-73110	1,200.00
					01-21-210-73110	896.16
			E 2225618096		****2177 SIMPLIFILE SYSTEMS 176	
					01-14-000-72355	103.38
			E 2225618312		****2177 SIMPLIFILE SYSTEMS 170	

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199309	10/14/2022	020246 FIFTH THIRD BANK	(Continued)			
			E 2225639079		01-14-000-72355 ****2177 SIMPLIFILE SYSTEMS 272	103.38
			E 2227206120		01-14-000-72355 ****2177 SIMPLIFILE SYSTEMS 682	103.38
			E R2022065885		01-14-000-72355 ****2177 SIMPLIFILE SYSTEMS 901	103.38
					01-14-000-72355	55.39
					Total :	19,086.03
199310	10/14/2022	012941 FMP	1-8062865		REMAN ALTERNATOR - VILLAGE M	
					01-12-000-72540	212.44
					Total :	212.44
199311	10/14/2022	020274 FRAME TECH 1 LLC	39194		FRONT ALIGNMENT - #2S PD	
					01-17-205-72540	75.00
					Total :	75.00
199312	10/14/2022	011508 GALATI, DAVID	101022		REIMB SAFETY SHOES	
					01-26-024-73610	137.18
					Total :	137.18
199313	10/14/2022	004535 GALLS LLC	022044915		TWO TONED MESH LINED SAFETY	
			022066731		01-21-000-73610 REFLECTIVE APPAREL FACTORY F	99.05
			022066745		01-21-000-73610 REFLECTIVE APPAREL FACTORY F	174.02
			022070002		01-21-000-73610 TRUE SPEC 24/7 WOMENS PERFO	348.04
					01-21-000-73610	36.04
					Total :	657.15
199314	10/14/2022	004538 GOLDY LOCKS INC	26661679		SINGLE CUT DUPLICATE KEY	
					01-26-023-73840	19.50
					Total :	19.50
199315	10/14/2022	004493 GORDON FOOD SERVICE INC.	100622		STIRRERS,CREAM,ORANGES,ROC	

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199315	10/14/2022	004493 GORDON FOOD SERVICE INC.	(Continued)		01-41-056-72937	24.98
					01-41-050-72220	29.45
					01-26-023-73115	6.37
					01-26-024-73115	3.18
					60-00-000-73115	2.23
					63-00-000-73115	2.23
					64-00-000-73115	1.91
					Total :	70.35
199316	10/14/2022	015397 GOVTEMPSUSA LLC	4053310	VTP-019223	FY23-GOVTEMPS USA (CONTRACT)	
					01-12-000-72790	546.00
					Total :	546.00
199317	10/14/2022	019792 HANSON AGGREGATES MIDWEST INC	41709173		BACKFILL	
					70-00-000-73860	99.87
					01-26-023-73860	299.62
					60-00-000-73860	377.52
					63-00-000-73860	41.95
					64-00-000-73860	179.78
					Total :	998.74
199318	10/14/2022	012328 HOMER INDUSTRIES	S185362		DROP CHARGE - CHIPS	
					01-26-023-72890	50.00
					Total :	50.00
199319	10/14/2022	001487 HOMEWOOD DISPOSAL SERVICE	8014823		HWD TSF GARBAGE TONS TKT#10	
					01-26-023-72890	1,046.25
					Total :	1,046.25
199320	10/14/2022	004665 HOWE HOUSE LIMITED EDITIONS	614097.		HOLIDAY ORNAMENTS	
				VTP-019505	01-14-000-72975	337.80
				VTP-019505	01-35-000-73210	365.95
				VTP-019505	01-14-000-72975	94.20
				VTP-019505	01-35-000-73210	36.63
					Total :	834.58

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199321	10/14/2022	011853 IATAI	101022	VTP-019503	PEDESTRIAN/BICYCLE CRASH INV 01-17-220-72140	1,790.00
					Total :	1,790.00
199322	10/14/2022	005161 IL TACTICAL OFFICERS ASSN	03275		2022 ITOA FALL CONF 11/21-11/22/2 01-17-205-72170	350.00
					Total :	350.00
199323	10/14/2022	004875 IRMA	SALES0020396		AUG'22 DEDUCTIBLE 70-00-000-72541	2,060.00
					Total :	2,060.00
199324	10/14/2022	005251 J AND R SALES AND SERVICE INC.	0351364		CHAIN RAPID SUPER,PICCO MICRO 01-26-023-73410	275.09
			0351480		CHAIN PICCO MICRO 01-26-023-73410	113.95
					Total :	389.04
199325	10/14/2022	020759 JACKSON, LINDA	Ref001427534		UB Refund Cst #00512614, refund du 60-00-000-20599	81.79
					Total :	81.79
199326	10/14/2022	020324 JASPERSE, SARAH	101022		REIMB LUNCH PER DIEM AUTO TH 01-17-220-72140	15.00
					Total :	15.00
199327	10/14/2022	020447 JON-DON LLC	4712030		K-VALVE,T-JET BRASS,ECON TANK 01-26-025-73580	266.69
					Total :	266.69
199328	10/14/2022	005379 KLEIN, THORPE & JENKINS, LTD	228883		LEGAL SVC ADMINISTRATIVE HEAL 01-14-000-72850	1,634.00
					Total :	1,634.00
199329	10/14/2022	020207 LENNY'S GAS N WASH 183RD ST	3261		CAR WASH - VM SEPT'22 01-12-000-72540	4.00
			3262		CAR WAS - CD SEPT-22 01-33-300-72540	16.00

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199329	10/14/2022	020207 LENNY'S GAS N WASH 183RD ST	(Continued) 3264		CAR WASH - PW SEPT'22 01-26-023-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540 Total :	 4.00 2.10 0.70 1.20 28.00
199330	10/14/2022	020731 MANDY BARRY LLC	1940		SENIOR CENTER PERFORMANCE 01-41-050-72932 Total :	 300.00 300.00
199331	10/14/2022	013969 MAP AUTOMOTIVE OF CHICAGO	40-686579 40-686949 40-686950		WIPER BLADES - PD STOCK 01-17-205-72540 BATTERY - #1A PD 01-17-205-72540 BATTERY - #9K, 14B, 7S - PD 01-17-205-72540 Total :	 260.80 125.33 375.99 762.12
199332	10/14/2022	020322 MASTER AUTO SUPPLY	15030-123029 15030-123053 15030-123054		5/32 VACUUM TUBE 01-26-024-73410 01-26-023-73410 60-00-000-73410 63-00-000-73410 64-00-000-73410 TIE ROD END - PD STOCK 01-17-205-72540 AIR FILTERS - FD 01-19-000-72540 Total :	 6.56 13.12 8.27 0.92 3.93 62.30 80.48 175.58
199333	10/14/2022	005844 MCDONALD'S	101122		SEPT '22 PRISONER MEALS 01-17-220-72230 Total :	 101.00 101.00
199334	10/14/2022	006074 MENARDS	27707		ZINC THREAD WOOD HNDL, HEAV'	

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199334	10/14/2022	006074 MENARDS	(Continued)			
			27721		01-26-023-73410 PLIERS,SPLITTER	63.14
					60-00-000-73410	25.06
					63-00-000-73410	2.78
					64-00-000-73410	11.93
			27744		RAID OUTDOOR, UNSCENTED, FLY	
					01-26-025-72520	25.05
			27745		STUD, 8' SPF, SCREW, PFH WING,	
					01-26-025-73840	104.43
			27796		POLY CLEAR, POWER DRIVE BIT -	
					01-26-025-73840	11.48
			27828		METAL GRINDING, CUTTING, CUT	
					60-00-000-73410	39.77
					63-00-000-73410	4.42
					64-00-000-73410	18.94
			27865		ALCOHOL,PRUNING SAW,SLIP JOI	
					01-26-023-73410	38.90
			27868		LANDSCAPE RAKE	
					01-26-023-73410	49.98
			27893		100W 10PK LED	
					01-19-000-73870	37.02
			27974		CLAMP, RAZOR BLADE, LAVENDEF	
					01-19-000-73870	77.54
			27976		PUSH SWITCH MOMENTARY - POS	
					01-26-025-72520	4.49
			28011		CLOROX BLEACH	
					01-26-025-73580	11.16
			28065		DW LINE, VINYL TUBING, HOSE BA	
					01-26-025-72530	53.22
			28075		SHELF LIGHT DUTY	
					01-26-025-72520	44.92
			28080		NYL SWVL BARB - ICE MAKER POS	
					01-26-025-72530	2.49
					Total :	626.72
199335	10/14/2022	017651 MSC INDUSTRIAL SUPPLY CO.	5718254001		SS PHIL PAN,SS HX HD CAP SCR,F	

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199335	10/14/2022	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		01-26-023-72540	349.27
					Total :	349.27
199336	10/14/2022	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-9-22		CONS SVC CIMP FOR VTP SEPTEMBER	
					30-00-000-75812	16,619.61
					11-00-000-72750	15,121.89
					30-00-000-74604	3,234.00
					Total :	34,975.50
199337	10/14/2022	014443 MURPHY & MILLER, INC	MC00012214		MAINTENANCE AGREEMENT POST	
				VTP-019215	60-00-000-72750	157.18
				VTP-019215	63-00-000-72750	157.18
				VTP-019215	64-00-000-72750	134.72
			MC00012215		MAINTENANCE AGREEMENT	
				VTP-019215	60-00-000-72750	211.62
				VTP-019215	63-00-000-72750	211.62
				VTP-019215	64-00-000-72750	181.37
					Total :	1,053.69
199338	10/14/2022	015723 NICOR	09977410001		ACCT#09977410001 METR 5146885	
					01-26-025-72511	243.38
					Total :	243.38
199339	10/14/2022	015811 NSN EMPLOYER SERVICES, INC.	8277		MANAGEMENT SERVICES OCTOBER	
					01-14-000-72445	530.45
					Total :	530.45
199340	10/14/2022	017268 PETERSON JOHNSON & MURRAY	137492		4130.0001 LEGAL SVC VTP GENER	
					01-14-000-72850	60,735.81
			137493		4130.0003 LEGAL SVC FOIA THRU	
					01-14-000-72857	3,249.00
			137494		4130.0025 LEGAL SVC TP 2019 NO	
					01-14-000-72850	172.00
			137495		4130.0031 LEGAL SVC TP EMINEN	
					27-00-000-72850	1,913.50
			137496		4130.0047 LEGAL SVC 159TH ST TI	

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199340	10/14/2022	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			137497		28-00-000-72850	750.00
			137498		4130.0042 LEGAL SVC 7050 171ST	
			137499		01-14-000-72850	21.50
			137500		4130.0050 LEGAL SVC LINCOLN W.	
			137501		01-14-000-72850	420.00
			137502		4130.0054 LEGAL SVC VTP ODYSS	
					01-14-000-72850	900.00
					4130.0055 LEGAL SVC WITH MARR	
					01-14-000-72850	240.00
					4131.0001 LEGAL SVC VTP GENER	
					01-14-000-72855	6,837.00
					4160.0001 LEGAL SVC VTP PROSE	
					01-14-000-72858	7,525.00
					Total :	82,763.81
199341	10/14/2022	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4287605	VTP-019225	FY23-PHYSICIANS IMMEDIATE CAF	
					01-14-000-72446	2,161.00
					Total :	2,161.00
199342	10/14/2022	019583 PRECISE MRM LLC	200-1039090		5MB FLAT DATA PLAN US WITH NA	
					01-26-023-72655	189.00
					Total :	189.00
199343	10/14/2022	006361 RAY O' HERRON CO INC	2225237		RETIRED BADGE	
			2226095		01-17-205-73610	206.94
					BIGEASY LOCKOUT KITS	
					01-17-220-73600	140.48
					Total :	347.42
199344	10/14/2022	006874 ROBINSON ENGINEERING CO. LTD.	22090285		22-R0005.014 TP FY2023 PMP RESI	
					05-00-000-72840	47,553.00
					Total :	47,553.00
199345	10/14/2022	020753 RODRIGUEZ, KEANU	101122		VEHICLE STICKER REFUND - CAR	
					06-00-000-79005	45.00
					Total :	45.00

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199346	10/14/2022	016334 RUSH TRUCK CENTERS	2801-00177		(2) 10 WHEEL INTERNATIONAL DUI	
				VTP-018483	60-00-000-74231	160,253.04
			2801-00178		(2) 10 WHEEL INTERNATIONAL DUI	
				VTP-018483	60-00-000-74231	160,253.04
			3028610829		PARTS FOR REPAIR OF UNIT #19 S	
				VTP-019328	01-26-023-72540	539.88
			3028883696		HOSE COOLANT, TUBE ASSY OIL C	
					01-26-023-72540	-131.71
			3028892060		CAP RAD SURGE TANK - STREET	
					01-26-023-72540	-27.10
			3028897343		CLAMP MUFFLER PIPE, CLAMP BA	
				G	01-26-023-72540	-136.79
			3028915795		COOLER KIT	
					01-26-023-72540	-532.00
			3028927633		SHOE KIT STREET 19 STOCK ORG	
				G	01-26-023-72540	-63.84
			3028930034		TRBOCHGR KIT ORG INV#3027040	
					01-26-023-72540	-532.00
			3028931434		TURBO LP 4-CORE TRBOCHGR KI	
					01-26-023-72540	-399.00
			3029050889		HORN ELECT W/ BRKTS - #36 STR	
					01-26-023-72540	86.98
			3029052890		CONTROL, MODULE, ENGINE, DOS	
					01-26-023-72540	480.00
			3029349324		CLAMP HEAT EXCHANGER, GASKE	
					01-26-023-72540	107.36
			3029561155		CONTROL MODULE ENGINE ORG	
					01-26-023-72540	-480.00
					Total :	319,417.86
199347	10/14/2022	007091 SAFETY KLEEN SYSTEMS, INC.	89862232		WATER SOLVENT,FEES	
					01-26-024-72750	68.88
					01-26-023-72750	68.88
					01-33-300-72750	34.40
					01-17-205-72750	103.32
					60-00-000-72750	24.11
					63-00-000-72750	24.11

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199347	10/14/2022	007091 SAFETY KLEEN SYSTEMS, INC.	(Continued)		64-00-000-72750	20.70
Total :						344.40
199348	10/14/2022	007629 SAM'S CLUB DIRECT	100522		COFFEE, WATER	
					01-35-000-73870	5.98
					01-41-050-72220	56.22
					01-26-024-73115	15.55
					01-26-023-73115	31.10
					60-00-000-73115	10.88
					63-00-000-73115	10.88
					64-00-000-73115	9.33
			100722		PAPER TOWEL, PAPER PLATES, BA1	
					01-26-024-73110	7.99
					01-26-023-73110	15.98
					01-41-056-72937	86.33
					60-00-000-73110	10.07
					63-00-000-73110	1.12
					64-00-000-73110	4.79
			101022		WATER, ICE	
					01-26-024-73115	1.20
					01-26-023-73115	2.39
					60-00-000-73115	0.84
					63-00-000-73115	0.84
					64-00-000-73115	0.72
					01-41-056-72937	25.43
			101222		ICE, CHOCOLATES	
					01-35-000-72220	23.48
					01-41-056-72937	24.80
Total :						345.92
199349	10/14/2022	020755 SCHATTKE, ARLAN	101022		REIMB EXP FOR IPSI TRAINING 10,	
					01-26-023-72140	261.03
					60-00-000-72140	130.49
Total :						391.52
199350	10/14/2022	007453 SERVICE SANITATION, INC.	8377129		FARMERS MARKET PORTA POTTIE	

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199350	10/14/2022	007453 SERVICE SANITATION, INC.	(Continued)			
			8490133	VTP-019208	01-35-000-72923 RESTROOM - FIREMAN TRAINING 01-19-000-72750	410.00 198.17
					Total :	608.17
199351	10/14/2022	013043 SITE DESIGN GROUP, LTD.	7482PH2-61		LANDSCAPE PLANNING 8/21-9/17/2	
			7698-82	VTP-019173	01-26-023-72847	2,382.50
			7946-59	VTP-019176	NATURALIZED STORMWATER 8/21- 01-26-023-72847	2,137.50
			8081-40	VTP-019175	MOWING 8/21-9/17/22 01-26-023-72847	75.00
			8498-45	VTP-019158	PLANTERS INSPECTIONS 8/21-9/17 01-26-023-72847	255.00
			8803-26	VTP-019172	URBAN FORESTRY PROGRAM 8/21- 01-26-023-72847	8,607.50
				VTP-019174	LANDSCAPE MAINTENANCE 8/21-9 01-26-023-72847	680.00
					Total :	14,137.50
199352	10/14/2022	007393 SOUND SONIC INC	100722		OKTOBERFEST LUNCHEON 10.12.1 01-41-056-72954	250.00
					Total :	250.00
199353	10/14/2022	019227 STREET COP TRAINING LLC	INV-002481		IL CASE LAW THAT COPS NEED TC 01-17-220-72140	175.00
			INV-002483		DRUG ID,PARAPHERNALIA, MOTOI 01-17-220-72140	225.00
					Total :	400.00
199354	10/14/2022	007297 SUTTON FORD INC./FLEET SALES	093022-1		2022 FORD F550 DUMP TRUCK REI 30-00-000-74231	73,433.00
			563228	VTP-018533	MOULDING DOOR MOLD - #9S PD 01-17-205-72540	47.32
			563322		SHAFT ASY PD 17B 01-17-205-72540	409.40

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199354	10/14/2022	007297	007297 SUTTON FORD INC./FLEET SALES (Continued)			Total : 73,889.72
199355	10/14/2022	017520	THE COP FIRE SHOP	210156	UNIFORM -GOLDSMITH 01-17-220-73610	178.00
					Total :	178.00
199356	10/14/2022	007777	THOMPSON ELEVATOR INSPECTION	22-2391	2 ELEVATOR PLAN REVIEWS - 183; 01-33-300-72853	150.00
					Total :	150.00
199357	10/14/2022	019712	TM TIRE CO INC	144953	TIRE TOOLS - PW 01-26-024-73410 01-26-023-73410 60-00-000-73410 63-00-000-73410 64-00-000-73410	75.00 150.00 94.50 10.50 45.00
					Total :	375.00
199358	10/14/2022	015297	TORI CONSTRUCTION, LLC	798	FIRE STATION #48 ROOF REPLACE 30-00-000-75103	72,108.00
				VTP-019481	Total :	72,108.00
199359	10/14/2022	007930	TRANS UNION	9200276	CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	90.00
					Total :	90.00
199360	10/14/2022	014510	TRUGREEN	166894397	WEED CONTROL - SEPT '22 MULTI 01-26-023-72881	11,634.00
				VTP-019170	Total :	11,634.00
199361	10/14/2022	008040	UNDERGROUND PIPE & VALVE CO	057340	MAIN BREAK CLAMPS 60-00-000-73630 63-00-000-73630 64-00-000-73630 60-00-000-73630 63-00-000-73630 64-00-000-73630 60-00-000-73630	281.61 31.29 134.10 338.31 37.59 161.10 250.74
				VTP-019510		
				VTP-019510		
				VTP-019510		
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				VTP-019510		
				VTP-019510		

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199361	10/14/2022	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-019510	63-00-000-73630	27.86
				VTP-019510	64-00-000-73630	119.40
					Total :	1,382.00
199362	10/14/2022	008085 VERMEER MIDWEST/VERMEER IL	E10357			
				VTP-019494	NEW 2022 VERMEER BC1800 CHIP 30-00-000-74335	89,011.84
					Total :	89,011.84
199363	10/14/2022	008095 VISSERS COLLISION CENTER	160003387			
				VTP-019524	REPAIR REAR TAILGATE LOCK EG/ 01-17-205-72540	635.00
					Total :	635.00
199364	10/14/2022	011055 WARREN OIL CO.	W1508986			
					N.L. GAS USED 9/14-10/1/22	
					64-00-000-73530	629.42
					01-26-023-73530	2,134.53
					01-26-024-73530	590.33
					01-33-300-73530	301.91
					01-12-000-73530	158.61
					01-14-000-73531	5,894.58
					14-00-000-73530	71.10
					01-42-000-73530	537.49
					01-17-205-73530	13,242.94
					01-19-000-73530	1,030.80
					01-19-020-73530	176.48
					01-21-000-73530	1,413.66
					60-00-000-73530	1,174.92
					63-00-000-73530	293.73
					Total :	27,650.50
199365	10/14/2022	020217 WEX	0001591412-IN			
				VTP-019228	FY23-WEX (FSA/COBRA EXPENSE) 01-12-000-72449	104.00
			00016108031-IN	VTP-019228	FY23-WEX (FSA/COBRA EXPENSE) 01-12-000-72449	104.00
					Total :	208.00
199366	10/14/2022	008226 WYMAN & COMPANY	46750		FRAMING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199366	10/14/2022	008226 WYMAN & COMPANY	(Continued)		01-26-025-73110	110.00
Total :						110.00
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4229	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 192.53 36.67 98.23 327.43
4230	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-ELECTROSTIM MEDCL SVC 01-14-000-72542 Total :	 256.65 256.65
4231	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542 Total :	 248.00 248.00
4232	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542 Total :	 46.50 46.50
4233	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 961.09 183.06 490.35 1,634.50
4234	10/11/2022	018837	INSURANCE PROGRAM MANAGERS GR 210323W028-1		PAYEE-WOODLAKE MEDICAL 01-14-000-72542 Total :	 2,384.17 2,384.17
6 Vouchers for bank code : ipmq						Bank total : 4,897.25
97 Vouchers in this report						Total vouchers : 1,345,172.95

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
<p>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.</p> <p>In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.</p> <div><div></div><div>Village President</div></div> <div><div></div><div>Village Clerk</div></div> <div><div></div><div>Date</div></div>						

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

ORDINANCE
NO. 2022-O-079

**AN ORDINANCE DECREASING THE NUMBER OF CLASS “EV” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
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. 2022-O-079**AN ORDINANCE DECREASING THE NUMBER OF CLASS “EV” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE**

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

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

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: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “EV” licenses that can be issued by the Village shall be and is hereby decreased from ten (10) to nine (9) (this decrease in the number of Class “EV” liquor licenses reflects the change in ownership of Fratello’s Café and Deli, located at 7101 West 183rd Street).

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.

PASSED THIS 18th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of October, 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-79, “**AN ORDINANCE DECREASING THE NUMBER OF CLASS “EV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 18, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of October, 2022.

VILLAGE CLERK

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

ORDINANCE
NO. 2022-O-080

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (FRATELLO’S CAFÉ
AND DELI, LOCATED AT 7101 WEST 183RD STREET)**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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. 2022-O-080**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES
THAT CAN BE ISSUED IN THE VILLAGE (FRATELLO’S CAFÉ AND DELI,
LOCATED AT 7101 WEST 183RD STREET)**

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

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to increase one (1) additional Class “E” liquor license; 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 22 of the Village Code to increase the number of Class “E” licenses by one (1) authorized to be issued pursuant to this Ordinance; and

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

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

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “E” licenses that can be issued by the Village shall be and is hereby increased from eight (8) to nine (9) (this increase in the number of Class “E” liquor licenses reflects the availability of one additional Class “E” liquor license to be issued to Fratello’s Café and Deli, located at 7101 West 183rd Street).

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
------------------	------------------

A	19
AV	16
AV-1	8
B	16
C	0
CV	3
D	2
DV	3
E	8 9
EV	10
F	1
G	4
I	1
J	1
K	2
L	3
N	3
O	1
OV	1
P	0
Q	N/A
R	1
S	2
UV	1
UV-2	1

(B) No license shall be issued in excess of the above limitations.

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.

PASSED THIS 18th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of October, 2022.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-080, “**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (FRATELLO’S CAFÉ AND DELI, LOCATED AT 7101 WEST 183RD STREET)**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 18th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of October, 2022.

VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

October 6, 2022 – Public Hearing

Chipotle Outlot New Construction

SEC 159th Street & 71st Court / 7121 159th Street

Petitioner

Richard Silverman, on
behalf of MJK Real Estate
Holding Company, LLC

Property Location

7061-7135 159th Street
(Full Shopping Center)

7121 159th Street
(Chipotle)

PIN

28-19-100-012-0000

Zoning

B-2 (Community
Shopping)

Approvals Sought

Special Use for PUD
Site Plan Approval
Plat Approval

Project Planner

Lori Kosmatka
Associate Planner



EXECUTIVE SUMMARY

The Petitioner, Richard Silverman on behalf of MJK Real Estate Holding Company, LLC is requesting a Special Use for a Planned Unit Development (PUD), Site Plan/Architectural Approval, and Plat of Subdivision. The requests are to retroactively create a PUD over the full lot (including all deviations/exceptions previously approved in error), and for the proposed new construction of an outlot building with a drive-up pre-order pick-up window for Chipotle.

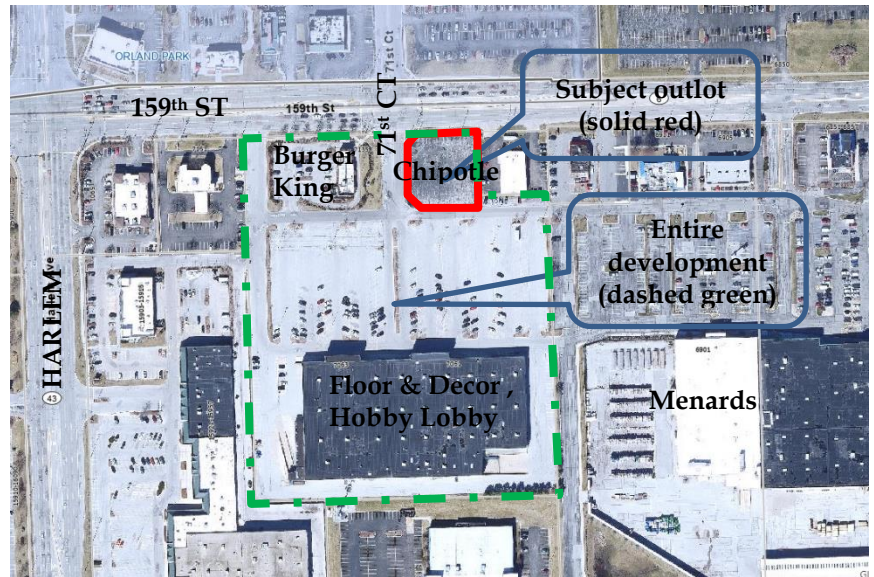
The site changes and PUD approval include the outlot to the west (Burger King at 7135 159th Street), and anchor building to the south (Floor & Décor and Hobby Lobby at 7061-7063 159th Street). The proposed changes are only for the new outlot building to be located at 7121 159th Street. Chipotle will relocate from their nearby location at 15980 Harlem Ave in the Park Center Plaza. The new construction would fill the currently vacant parking lot parcel in a prominently visible location along a heavily used arterial roadway. The site will have the patio and main entry on the north side fronting 159th Street to allow for pedestrian connectivity with vehicular ingress and egress at the south via a cross access easement. The site has been designed for sufficient drive-up stacking and site circulation.

Proposed Exceptions to the Zoning Ordinance include a drive-thru/pick-up lane use, front yard parking, reduced parking stalls, and sign face area of the north wall sign. However, the drive-thru will only be for drive-up pre-order pick-ups (similar to the existing location at 7226 191st Street). The proposed pick-up window will have a lower traffic demand and quicker wait times than a traditional drive-thru.

Changes from the September 15, 2022 Plan Commission workshop are indicated in **Red**.

EXISTING SITE & HISTORY

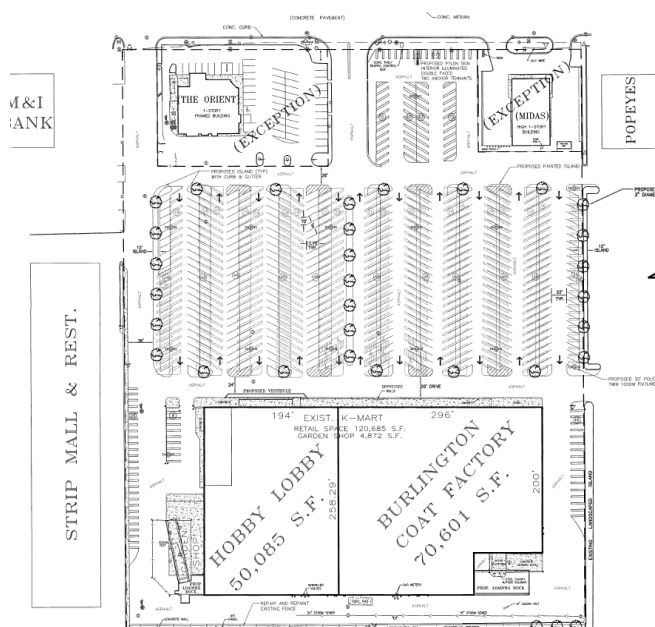
The subject property is a vacant parking lot located at the southeast corner of 159th Street and 71st Court near the intersection of Harlem Avenue, in front of the Floor & Décor and Hobby Lobby building, and between Burger King and Midas. The property is currently part of a 511,008 sq. ft. lot which includes the Burger King outlot and the large anchor building currently occupied by Floor & Décor and Hobby Lobby. There are no other vacancies surrounding these developments, as it is part of a larger shopping area with several outlots, anchor, and in-line tenants, including the Tinley Park Plaza redevelopment.



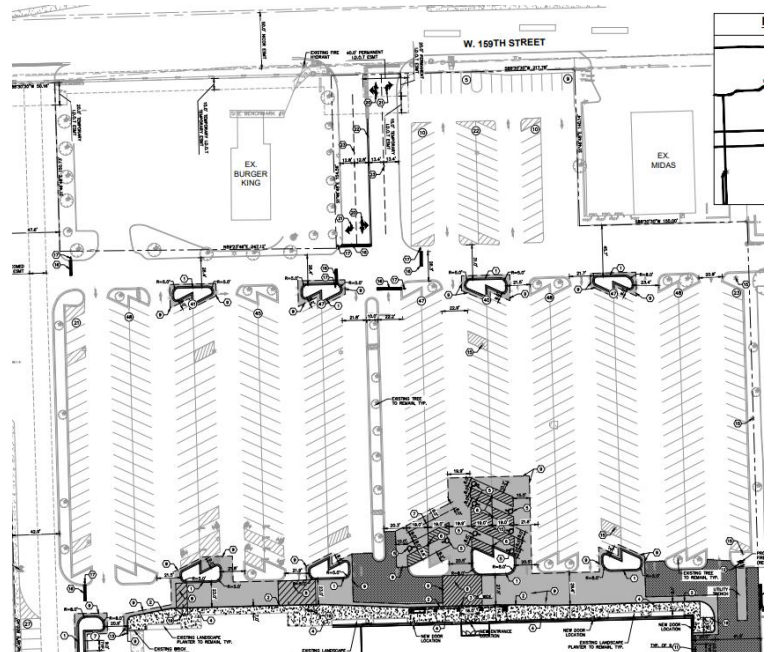
Location Map

The lot including the subject property was annexed into the Village in 1968. The Floor & Décor/Hobby Lobby building was one of the first commercial developments in the area and was constructed around 1971 for K-Mart Corporation prior to being renovated for occupation by two tenants (Burlington and Hobby Lobby) in 1998. That building was more recently renovated in 2021 when Floor & Décor began occupying the space (previously by Burlington). Parking lot improvements such as new landscaped islands with a slight reduction in parking were included.

The Burger King outlot, located at the northwest corner of the lot, was developed per Ordinance #2009-O-034, approved in 2009. That ordinance erroneously referenced the Brementowne Mall Planned Unit Development (PUD). Approved variations from that ordinance include reduced parking (25 vs. 29 stalls), reduced minimum lot area (12 versus 20 acres), and increased signage (200.3 sq. ft. versus 120 sq. ft.). The Burger King replaced a previously existing vacant restaurant on the site in 2010. The lot was believed to be in a PUD for many years due to a mapping error carried over from a Zoning Map in 1978. The non-existent PUD was erroneously amended over the years, most recently for the development of the Burger King site and allowance for a drive-thru in the B-2 zoning district.



1998 Site Plan



2021 Site Plan per Floor & Décor renovation

The site was developed before the current version of the Zoning Code (adopted in 1978) and before the Village's first PUD ordinance was adopted. Due to its age, much of the site development is considered "legal non-conforming" to current code requirements. The non-conforming aspects of the site are permitted to remain as they are. However, the Village works to bring sites closer into compliance whenever possible, while also understanding that meeting every aspect of new codes may not be possible on redevelopment sites.

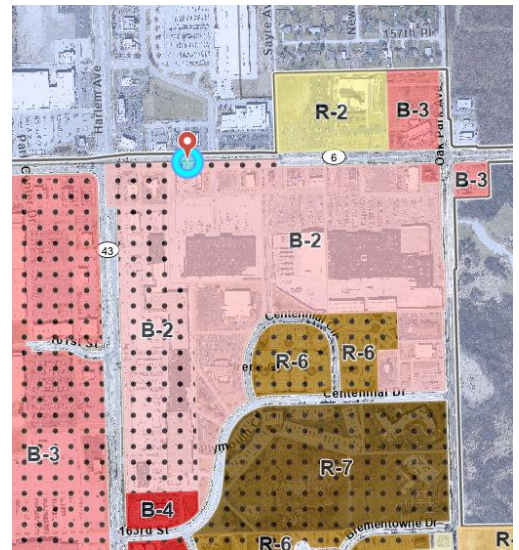
The currently proposed Chipotle development for the subject property's outlot will bring the site into full conformance, similar to what was done with a similar situation on the neighboring Tinley Park Plaza in 2020. Since the site is currently non-conforming due to this error, staff is recommending placing a PUD retroactively on the site that will bring the site and previous approvals into conformance.

ZONING & NEARBY LAND USES

The property is located in the B-2 (Community Shopping) zoning district. The Zoning Ordinance states the B-2 zoning district provides a wide variety of retail-type businesses along with personal uses and other complementary uses. The uses not only serve local residents, but also neighboring communities and transients for goods and services usually found in larger shopping centers. Highway-oriented uses are discouraged in this district.

Surrounding zoning:

- South: B-2 Community Shopping (Centennial Lanes bowling)
- East: B-2 Community Shopping (Midas, Menards, Popeye's, Pepe's Mexican Restaurant, etc.)
- North (Across 159th Street): Village of Orland Park's BIZ (General Business District) zoning, similar to Tinley Park's B-2 and B-3 zoning (Bialy's House of Pancakes, Meijer, variety of commercial outlots and inline tenants)
- West: B-2 Community Shopping, Tinley Park Plaza PUD (several outlot, anchor and inline tenants; PNC Bank, Starbucks, Burlington, Amazon Fresh, etc.)



PROPOSED USE AND EXCEPTIONS

The proposed new construction on the outlot will serve as a Chipotle Mexican Grill. The Petitioner's narrative states that the proposed location is desired due to an established market with high brand awareness and synergy with nearby businesses, access via a lighted intersection on 159th Street, and an ability to have a freestanding building with a pick-up window.

The building will be approximately 2,327 sq. ft. with a pre-order pick-up lane. Some Chipotle locations, including the recently developed one in Brookside Marketplace, successfully operate the pre-order pick-up concept as it provides added convenience for customers and employees. The restaurant will also offer dine-in and patio seating. Chipotle is a national fast casual dining establishment specializing in Mexican cuisine which includes customization of entrees with longer ordering and preparation times, thus more suitable for the pre-order pick-up concept rather than a traditional drive-thru.

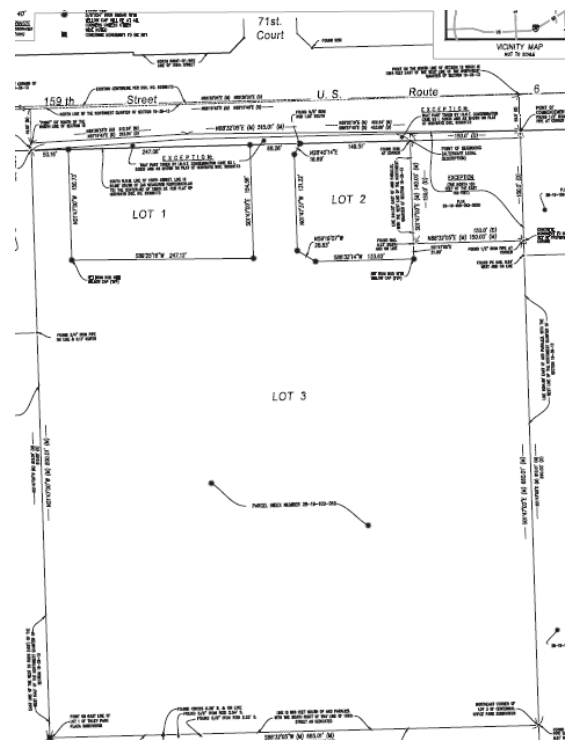
A new Planned Unit Development will be retroactively created for these properties. Proposed Exceptions to the Zoning Ordinance include a drive-thru/pick-up lane use, front yard parking, reduced parking stalls on-site (19 stalls provided versus 28 minimum required), and sign face area of the north wall sign (37.81 sq. ft. provided vs. 34 sq. ft. maximum required).

Open Item #1: Consider the overall proposed use and Exceptions to the Zoning Ordinance.

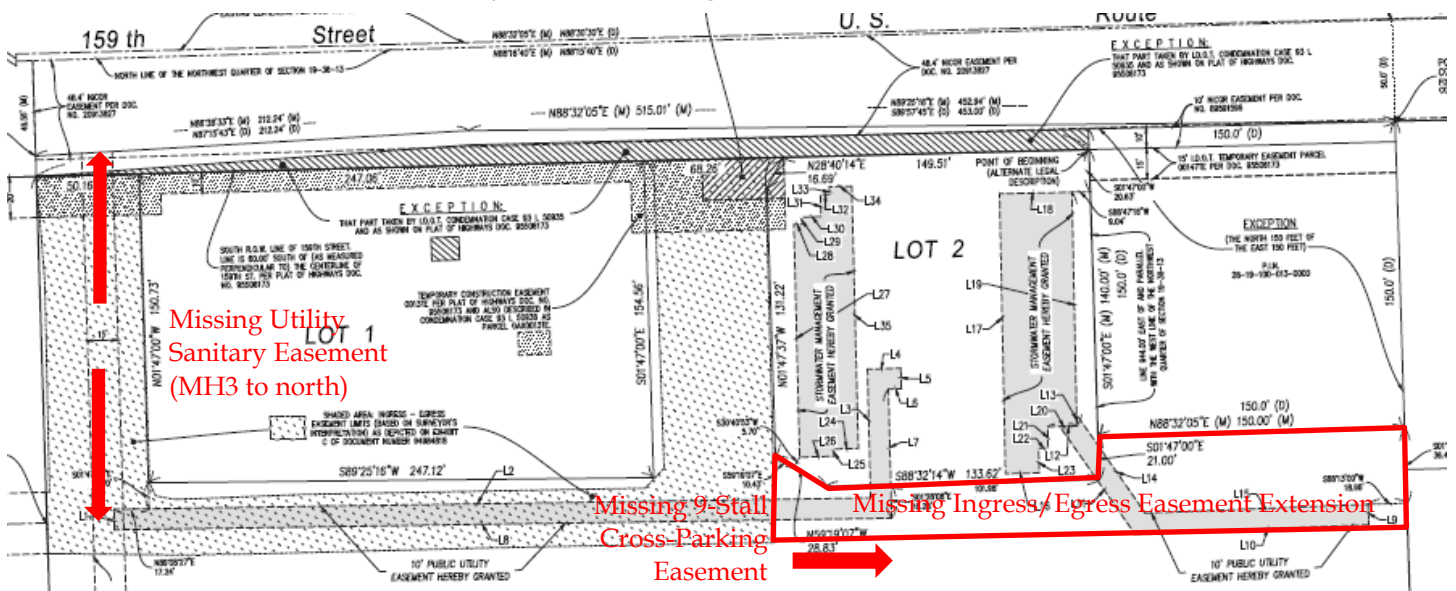
FINAL PLAT OF SUBDIVISION

The properties include the areas serving Floor & Décor and Hobby Lobby (7061-7063 159th Street), Burger King outlot (7135 159th Street), and the future Chipotle outlot (7121 159th Street), totaling 511,008 sq. ft. The proposed plat of subdivision, titled "Tinley Park Shopping Center", will divide the land into three lots, where the existing Burger King property will be Lot 1 (outlot, 37,713 sq. ft.), the new Chipotle development will be Lot 2 (outlot, 25,184 sq. ft.), and the Floor & Décor/Hobby Lobby building will be within Lot 3 (448,111 sq. ft.)

The final plat of subdivision as currently submitted includes existing easements as well as proposed easements for public utilities and stormwater management. However, an extended ingress/egress (access) easement and cross-parking easement are not yet shown on the plat. The Petitioner has noted that in order to provide the minimum required amount of parking as required by code, that nine parking stalls will be located off-site on the Floor & Décor/Hobby Lobby parking lot, south of the future Chipotle outlot. Additionally, the extension of the ingress/egress easement is requested to run south of the Chipotle outlot and the Midas outlot (which is the 150 ft. long plat exception east of the Chipotle outlot) to meet the east property line. In other words, the ingress/egress easement would extend east of 71st Court (where it currently terminates) to the easternmost edge of the entire development (east property line of proposed Lot 3) to provide access to the other commercial developments east along the block (Menards, etc.).



Proposed Plat of Subdivision (3 Lots): "Tinley Park Shopping Center", Sheet 1



Easement Detail on Proposed Plat of Subdivision, Sheet 2

The Village Engineer has also required that a utility easement be provided between Manhole 3 and the north property line if the development is going to utilize the existing sanitary service to Floor & Decor.

[illegible][illegible]

Page 5 of 14

architectural site plan (Soos Associates) and will be required. The Petitioner is waiting for direction from IDOT on whether the sidewalk ramp and crosswalk will be allowed since pedestrian signal heads and push buttons do not exist at this intersection corner. Crosswalk markings per MUTCD standards will also need to be shown.

North of the building, the main entry will have a patio with 16 outdoor seats and landscaping. The patio will be surrounded by a three ft. high open metal fence and landscaping buffer. The rear the building will be the south side, containing the employee entry, electric transformer, electrical box, and roof ladder access. The trash enclosure is south of this, separated by a walkway. The trash enclosure will have a single gate on the north for employee access, and two sets of double gates on the south. Garbage truck access will have access to that area. Delivery truck loading for the restaurant will stage along the east drive aisles, with all deliveries being off hours so as to not interfere with restaurant operations.

Beyond the proposed property line to the south, is the cross-access easement with Floor & Décor/Hobby Lobby parking lot and building. The Petitioner proposes to have nine off-site employee parking stalls within one double-sided stretch of parking immediately south of the cross-access easement across from the trash enclosure.

Open Item #3: Review the overall site plan changes, proposed traffic circulation, and proposed patio addition.

At the Workshop, there was some feedback to consider inclusion of a drive-aisle crosswalk between the outlot and the 9-stalls of off-site parking to the south. The Petitioner has provided revised drawings will be subject to final engineering review which may require adjustment or removal.

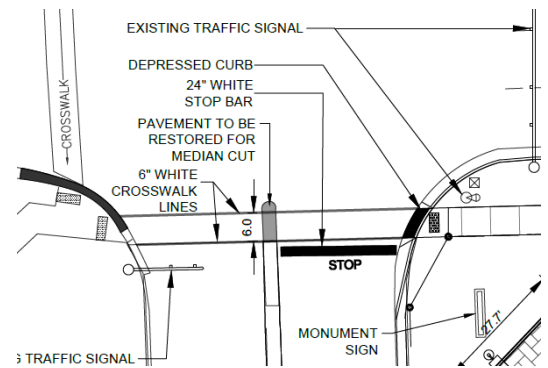
LANDSCAPE

The proposed landscaping largely meets the Landscape Code requirements. The Petitioner proposes landscaping surrounding west, north, and east sides, as well as along the west side of the building and around the trash enclosure and patio areas. The freestanding (ground) sign will have plantings, and the electric transformer will have 30" hydrangeas around it. Parkway trees are also included.

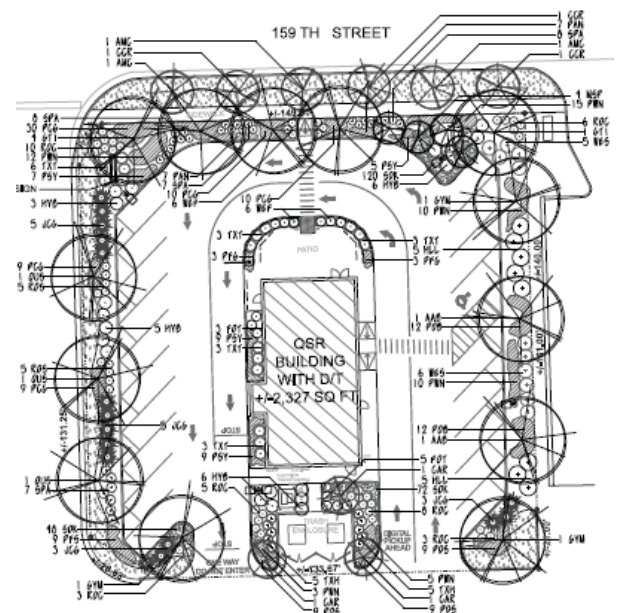
The Petitioner is requesting a waiver for the bufferyard requirements. Combining the bufferyards throughout the site, the Petitioner is deficient by nine canopy trees and three understory trees. The canopy tree installation size has been increased from the required 2.5" to 4" caliper. The proposal is able to provide seven feet of buffer yard along 159th Street.

A second waiver is requested for the width of foundational landscaping. Code requires ten feet width fronting 70% of the side of buildings fronting dedicated streets. The proposal includes a three-foot-wide landscape buffer on the north side of the patio.

Additional waivers are requested for the quantity of interior landscaping where the code requires one canopy tree per 10,000 sq. ft. of lot area, thus the proposal is deficient by three trees, and for a 723 sq. ft. deficiency of parking lot landscaping. Staff is supportive of these three waiver requests given the tight constraints of the site.



Revised Intersection (per Geometry Plan), rec'd 9/27/22



ARCHITECTURE

The architecture of the Chipotle new construction is clean and contemporary with mostly rectangular massing, with some accent details. The pick-up window is bumped out five ft. and is slightly taller than the rest of the single-story building. There are also canopies with flanking wall sconce lights at the pick-up window and the main entry. The building also has a parapet with metal coping. Most of the glazing is clear, except for opaque glass along the employee areas which include the three windows on the west and the single door on the south. At the south of the building, there is a six foot tall trash enclosure.



North and West Elevations



South and East Elevations



Trash Enclosure South & North Elevations



The building will have a concrete brick veneer (4"x4"x16" half high), with the manufacturer identified as Heritage Collection, Designer Concrete Brick by County Materials, with colors mostly as "White (C) with white mortar", and the pick-up as "Slate (B) with dark gray mortar". The slate color serves as a visual accent that breaks up the expanse of white brick. **The Petitioner provided physical material samples at the Workshop, and updated the elevations to better depict the slate color (as gray rather than brown).**



The trash enclosure's architectural CMU material, as previously noted, has a split face integrally colored finish per manufacturer Northfield Block (or equal), and though it is listed as "ironwood gray (NW)", the physical material sample appears as an off-white color complementary to the white brick. Code requires that trash enclosures have a masonry wall consistent with the architecture and building material of the building it serves.

Brick soldier coursing is also proposed over individual windows on the north and east, becoming a continuous band wrapped on the west and south. The soldier coursing serves as an architectural accent in addition to the canopies, sconces, and bumpout's color and massing. The patio will include a three ft. high open metal fence railing painted in a dark gray color ("Knights Armor" color) depicted in the Exhibit Plans (by Wilkus Architects).

Responding to Workshop feedback regarding the roof access ladder on the south façade, the Petitioner now shows the swing gate on the architectural elevations. Overall, at the Workshop, the Plan Commission felt the exterior materials and colors of the building, trash enclosure, and patio fence railing were compatible. The Commission also felt the quantity, appearance, and location of architectural accents were appropriate.

~~**Open Item #4: Review physical material samples. Discuss exterior material compatibility and colors of the Chipotle main building with the trash enclosure and patio fence railing. Consider the quantity, appearance, and location of architectural accents (sconce lighting, soldier coursing, etc.).**~~

SIGNAGE

The Petitioner's exterior signage proposal includes three wall signs, one monument (ground) sign, and two accessory drive-thru signs.

Three identical Wall Signs are proposed as face lit LED channel letters and logo on red and brown aluminum backer walls. The Wall Signs are proposed on the north, east, and south façades. Each wall sign is 37.81 sq. ft. (14'-10.5" x 2'-6.5"), comprised of a single boxed area of the backer walls for the logo and lettering. Zoning code requires that buildings under 10,000 sq. ft. gross floor area in the B-2 Zoning District have a maximum sign face area of one sq. ft. per one linear foot of building frontage not to exceed 120 sq. ft. The building's east/west linear footage is 66'-8", while the north linear footage is only 34'-0".

The proposed north wall sign along 159th Street will require an Exception to the Zoning Ordinance since the proposed 37.81 sq. ft. exceeds the 34 sq. ft. code allowance by 3.81 sq. ft. The sign's size is proposed for consistency with the other signs and visibility due to the building's north setback (56'-4" from the property line) and that it is on a heavily travelled corridor.



A freestanding monument (ground) sign is proposed at the northwest part of the outlot. The ground sign's location, height, sign face area, and panel information are in the Jones Sign drawing package and is also generally depicted in the Soos Associates architectural drawings. The sign (including base) is 10 ft. tall with a sign face area (excluding base) of 59.69 sq. ft. (9'-4" x 6'-4.75"). There will be two single-faced polycarbonate faces with translucent and opaque vinyl. The architect's drawing indicates there will be a masonry base matching the building with a masonry sill above the base.



Two signs accessory to drive-thru uses are also proposed, and both meet Zoning Code requirements. A double-faced illuminated directional sign (stating "digital pickup") is proposed in the landscaped area near the trash enclosure, approximately six feet from the south property line at the entrance of the pick-up lane. A single-faced breakaway clearance bar is also proposed, which indicates maximum clearance height at the pick-up window. No advertising, business names, or logos are placed on it.

~~**Open Item #5: Discuss whether size of north wall sign is appropriate. This sign does not meet Zoning code requirements and thus requires an Exception.**~~

At the Workshop, the Commission reviewed the signage, and felt the size of the north wall sign was appropriate for the requested Exception.

PARKING

The Site Plan identifies 59 total seats (43 indoor and 16 outdoor), and eight employees. Based on these numbers provided, the Zoning code requires 28 stalls (one parking stall for every three seats, and one stall per employee). The Site Plan proposes 28 parking spaces as 19 parking stalls on-site and nine parking stalls for employees off-site to the south within the Floor & Décor/Hobby Lobby parking lot. An Exception to the Zoning Ordinance is required as not all of the parking is included on-site within the outlot (proposed subdivision's Lot 2).

The Petitioner's Exhibit Plans by Wilkus Associates on behalf of Chipotle's standards however appear to show a less intense use of only 38 indoor seats, not the listed 43 per the Soos Associates Site Plan. Despite this discrepancy on the seat count in the plans, staff has utilized the more intense request as part of their analysis.

Chipotle's proposed 19 stalls on the Chipotle site, and nine off-site employee parking stalls within the Floor & Décor/Hobby Lobby parking lot both appear appropriate to the area. While specific parking counts weren't conducted, staff noticed that the Floor & Décor/Hobby Lobby site has a significant amount of open parking, including on nights and weekend peak times. The Floor & Décor/Hobby Lobby parking lot could also consider adding spaces in the future by redesigning the ADA accessible stalls to share drive aisles, however, there does not appear to be a need for that additional parking at this time. The cross parking of Chipotle's nine parking stalls within the Floor & Décor/Hobby Lobby parking lot may be appropriate, but in order for it to help defend the request for the reduced parking count, the cross-parking of these nine stalls will need to be recorded in an easement with an agreement provided to the Village.

Having the parking identified in a recorded easement will ensure that the cross-parking will remain. The cross-parking easement will help justify the parking reduction as it cannot be cancelled by just the property owners. If the easement and agreement are provided, then Staff will not have concerns with the proposed parking based on the proposed dining and retail users in the area. Staff recommends conditioning approval upon the provision of the agreement executed and recorded prior to permit issuance for the Chipotle development at the Plat of Subdivision.

~~Open Item #6: Discuss whether the proposed parking of 19 on-site stalls and a recorded easement of 9 off-site is appropriate for the Chipotle development.~~

At the Workshop, the Plan Commissioners felt the proposed parking with the off-site parking and its related requirements were appropriate. The Petitioner's resubmittal of the Site Plan continues to have the same 59 total seats with eight employees.

LIGHTING

Exterior lighting is comprised of wall sconce lighting along the building and site light poles. There are four proposed site/parking light poles. Two are located near the northeast and northwest parts of the site near the parking lot. The third is located on the east side of the lot, and the fourth is at the south, near the trash enclosure. The proposed lights are downcast LED and mounted at 25'. The submitted photometric plan meets the code requirement of maximum 2.0 foot candles at the property lines.



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 draft Findings in the Staff Report for the Public Hearing.

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 proposed PUD and Exceptions are safe for the public, employees, and neighboring properties.***
- 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 development of the outlot from a vacant lot to a restaurant use allows for more use of the property. The proposed PUD is mostly existing and developed and similar to neighboring development patterns.***
- 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;
 - ***Neighboring properties are already developed as part of a heavily traveled arterial corridor, and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***The existing site will be developed with adequate utilities and access roads, drainage, and other necessary facilities. The majority of the PUD is already developed with just the Chipotle outlot parcel being proposed to change.***
- 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 site layout allows for safe circulation for customers, employees, delivery trucks, and the general public. The restaurant will schedule deliveries off hours so as to not conflict with restaurant operations.***
- 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 Petitioner has indicated that all other Village code requirements will be met.***
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - ***The development of the outlot from an unused parking lot to a restaurant use will contribute directly to the economic development of the community as a whole. Sales are expected to increase from the existing nearby chipotle location.***

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

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.

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan, it only moves the request to a vote. The conditions listed below are recommended by staff but can be added to, changed, or removed by the Commission based on their discussion of the approval of recommendation.

Motion 1 Special Use for a Planned Unit Development:

"...make a motion to recommend that the Village Board approve a Special Use for a Planned Unit Development (Tinley Park Shopping Plaza), in accordance with the listed plans, Findings of Fact, and list of Exceptions as noted in the October 6, 2022 Staff Report, to retroactively place a PUD over the property and permit construction of a Chipotle Mexican Grill on property located at 7061-7135 159th Street, subject to the following conditions:

- 1. The Special Use for Planned Unit Development approval is subject to the Final Engineering Plan review and approval by the Village Engineer, MWRD, and IDOT.*
- 2. The IDOT Highway Permit for all work within the IDOT right-of-way shall be submitted to the Village prior to the issuing of the building permit.*
- 3. Approval is subject to the approval of the Final Plat by the Village Board and recording of the Plat with the County Recorder of Deeds prior to issuance of any permits.*

Motion 2 - Plat:

"...make a motion to recommend that the Village Board grant approval to the Petitioner Richard Silverman on behalf of MJK Real Estate Holding Company, LLC,, Final Plat Approval for the Tinley Park Shopping Plaza Subdivision dated May 26, 2022, subject to the following conditions:

- 1. The Final Plat is subject to final review and approval by the Village Engineer and Village Attorney prior to recording.*
- 2. The cross-access (ingress/egress) easement shall be revised to include the entrance and main drive aisle connecting all three lots. The existing easement shall be extended from the east side of 71st Court to the east property line of Proposed Lot 3. These changes shall be made prior to Village Board review.*
- 3. The nine-stall cross parking easement must be recorded either on the Plat of Subdivision or as a separate plat of easement at the same time as the Plat of Subdivision is recorded, which are required to be recorded prior to the issuing of the building permit. The cross-parking agreement shall state the Village's approval will be required to cancel or adjust the agreement.*

Motion 3 (Site Plan and Architectural Approval):

"...make a motion to grant the Petitioner, Richard Silverman on behalf of MJK Real Estate Holding Company, LLC, Final Site Plan and Architectural Approval to permit the construction of a Chipotle Mexican Grill restaurant at 7121 159th Street in the B-2 (Community Shopping) zoning district, in accordance with the plans submitted as referenced in the October 6, 2022, Staff Report and subject to the following conditions:

- 1. Site Plan Approval is subject to final engineering plan review and approval.*
- 2. Site Plan Approval is subject to approval of the requested Special Use for Planned Unit Development (PUD) and the Final Plat of Subdivision by the Village Board.*
- 3. The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only. Future adjustments/uses of the pickup lane shall submit a revised parking/traffic analysis indicating compliance with original approval. Any conversion to a drive-thru lane on this site requires approval of a Substantial Deviation.*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application	Petitioner	4/13/22
2	Response to Standards for Special Use / PUD	Petitioner	n/a
3	Applicant Narrative	Chipotle	4/13/22
4	Zoning Submittal (Existing Conditions/Surveys, Plat of Subdivision, Site Plan, Landscape Plan/Specifications, Photometric/Lighting Plan, Floor Plan, Exterior Elevations, Building Section, Roof Plan, Exterior Perspectives, Monument Sign, Trash Enclosure)	Petitioner/Soos & Associates	9/27/22
5	Chipotle Exhibits (Floor plan / interior seating detail, railing detail)	Wilkus Architects	9/2/22
6	Signage	Jones Sign	8/31/22
7	Lighting Cut Sheets (Wall sconce and site parking light)	Mirada & Contech Lighting	n/a
8	Civil Drawings (Final Engineering)	GSG Consultants, Inc.	9/27/22

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO.2020-O-081

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TINLEY PARK
SHOPPING CENTER PLANNED UNIT DEVELOPMENT AT CERTAIN PROPERTY
LOCATED AT 7061-7135 159TH STREET**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
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. 2022-O-081**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TINLEY PARK SHOPPING CENTER PLANNED UNIT DEVELOPMENT AT CERTAIN PROPERTY LOCATED AT 7061-7135 159TH 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 for Final Approval of a Special Use for the Tinley Park Shopping Center Planned Unit Development ("PUD") to allow for the retroactive placement of a Planned Unit Development on property located at 7061-7135 159th Street ("Subject Property"), has been filed by Richard Silverman on behalf of MJK Real Estate Holding Company, LLC ("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 Special Use Permit should be granted on October 6, 2022, at the Village Hall of this Village of Tinley Park ("Village"), 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 voted 6-0 and has filed its report and findings and recommendations that the proposed Special Use be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report, 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; 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 Planned Unit Development set forth in Section VII.C, Special use standards in Section X.J.5., and the Site Plan and Architecture guidelines as set forth in Section III.U.6., and the proposed granting of the PUD and 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.

Section VII.C. Standards: No Planned Unit Development (PUD) shall be authorized by the Village Board unless the following standards and criteria are met:

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village;
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion; and
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

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 proposed PUD and Exceptions are safe for the public, employees, and neighboring properties.*
- 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 development of the outlot from a vacant lot to a restaurant use allows for more use of the property. The proposed PUD is mostly existing and developed and similar to neighboring development patterns.*
- 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;
 - *Neighboring properties are already developed as part of a heavily traveled arterial corridor, and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The existing site will be developed with adequate utilities and access roads, drainage, and other necessary facilities. The majority of the PUD is already developed with just the Chipotle outlot parcel being proposed to change.*
- 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;
 - *The site layout allows for safe circulation for customers, employees, delivery trucks, and the general public. The restaurant will schedule deliveries off hours so as to not conflict with restaurant operations.*
- 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; and
 - *The Petitioner has indicated that all other Village code requirements will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The development of the outlot from an unused parking lot to a restaurant use will contribute directly to the economic development of the community as a whole. Sales are expected to increase from the existing nearby Chipotle location.*

SECTION 3: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON A LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ AND 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH ON SAID LINE 1094 FEET EAST OF SAID WEST LINE 810 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 45 SECONDS WEST 665 FEET TO THE EAST LINE OF THE WEST 26 RODS OF SAID WEST ½ OF THE NORTHWEST ¼; THENCE NORTH 810 FEET ALONG LAST SAID LINE TO A POINT ON A LINE 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 19 THENCE NORTH 87 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET OF SAID SECTION 19, 212.24 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE 453 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE NORTH 150 FEET OF THE EAST 150 FEET. ALSO EXCEPTING THEREFROM THAT PORTION TAKEN BY CONDEMNATION BY THE STATE OF ILLINOIS, IN CASE NO. 93L50936 AND EXCEPTING ANY PREVIOUS DEDICATIONS WITHIN 159TH STREET, ALL IN COOK COUNTY, ILLINOIS

PARCEL IDENTIFICATION NUMBER: 28-19-100-012-0000

COMMONLY KNOWN AS: 7061-7135 159th Street, Tinley Park, IL

SECTION 4: That a Special Use Permit for a Planned Unit Development for the Tinley Park Shopping Center at the Subject Property, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, and subject to the following conditions, is hereby granted:

1. The Special Use for Planned Unit Development approval is subject to the Final Engineering Plan review and approval by the Village Engineer, MWRD, and IDOT.
2. The IDOT Highway Permit for all work within the IDOT right-of-way shall be submitted to the Village prior to the issuing of the building permit.
3. Approval is subject to the approval of the Final Plat by the Village Board and recording of the Plat with the County Recorder of Deeds prior to issuance of any permits.

SECTION 5: Any future final approval of the Tinley Park Shopping Center Planned Unit Development shall be in substantial conformance with the approved plans and subject to the following Exceptions from the Zoning Ordinance:

1. Pre-Order Lanes – Permit pre-order pickup lane at 7121 159th Street (Chipotle) for previously placed orders.
2. Front Yard Parking – Permit Parking in the required front yard.

3. Reduced Parking Stalls On-Site – Permit 19 stalls on-site at 7121 159th Street (Chipotle).
4. Wall Sign – Permit the north wall sign size of 37.81 sq. ft. at 7121 159th Street (Chipotle) to exceed the maximum for that frontage.

SECTION 6: The previously approved Ordinance No. 2009-O-034 (“Ordinance Approving a Substantial Deviation with Variations To The Brementowne Mall Planned Unit Development Burger King”) which included allowing a drive-thru, reduced parking, reduced minimum lot area, and increased signage to the Burger King restaurant at 7135 159th Street, will remain in effect.

SECTION 7: 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 8: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 9: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of October, 2022.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-R-081, “**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TINLEY PARK SHOPPING CENTER PLANNED UNIT DEVELOPMENT AT CERTAIN PROPERTY LOCATED AT 7061-7135 159TH STREET**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 18, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of October, 2022.

VILLAGE CLERK

Exhibit A

Per the October 6, 2022 Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application	Petitioner	4/13/22
2	Response to Standards for Special Use / PUD	Petitioner	n/a
3	Applicant Narrative	Chipotle	4/13/22
4	Zoning Submittal (Existing Conditions/Surveys, Plat of Subdivision, Site Plan, Landscape Plan/Specifications, Photometric/Lighting Plan, Floor Plan, Exterior Elevations, Building Section, Roof Plan, Exterior Perspectives, Monument Sign, Trash Enclosure)	Petitioner/Soos & Associates	9/27/22
5	Chipotle Exhibits (Floor plan / interior seating detail, railing detail)	Wilkus Architects	9/2/22
6	Signage	Jones Sign	8/31/22
7	Lighting Cut Sheets (Wall sconce and site parking light)	Mirada & Contech Lighting	n/a
8	Civil Drawings (Final Engineering)	GSG Consultants, Inc.	9/27/22

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 6, 2022 REGULAR MEETING

ITEM #1: PUBLIC HEARING – CHIPOTLE NEW CONSTRUCTION, 7121 159th STREET – SPECIAL USE FOR A PUD, SITE PLAN/ARCHITECTURAL APPROVAL, AND PLAT OF SUBDIVISION

Present Plan Commissioners: Acting Chairman Ken Shaw
James Gaskill
Angela Gatto
Eduardo Mani
Brian Tibbetts
Kurt Truxal

Absent Plan Commissioners: Chairman Garrett Gray
Andrae Marak
Terry Hamilton

Village Officials and Staff: Daniel Ritter, Interim Community Development Director
Lori Kosmatka, Associate Planner

Petitioners: Richard Silverman, on behalf of MJK Real Estate Holding Company, LLC

Members of the Public: None

ACTING CHAIRMAN SHAW introduced Item #1. He stated he received certification of the public hearing notice as being published in the local newspaper. He asked for a motion to open the Public Hearing.

COMMISSIONER GATTO made a motion to open the public hearing, seconded by COMMISSIONER MANI. ACTING CHAIRMAN SHAW requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

ACTING CHAIRMAN SHAW invited staff to start with the presentation of this item. He asked if there was previously a Workshop on this item.

Lori Kosmatka, Associate Planner, responded yes, the Workshop was at the September 15th Plan Commission meeting. She presented the Staff Report. She presented the physical material samples proposed for the building's exterior façade and trash enclosure. She noted the Petitioner is here to answer questions.

Petitioner, Richard Silverman, on behalf of MJK Real Estate Holding Company, LLC, was sworn in. The company is a third generation development company out of Northfield, Illinois. They are the preferred developer for Chipotle. This will be their fifth Chipotle in their third state. He is available for any questions on Chipotle and their overall design and pickup window.

ACTING CHAIRMAN GRAY invited Commissioners to comment.

COMMISSIONER TRUXAL noted all his questions were answered at the previous meeting. It's a beautiful building and addition to the Village.

COMMISSIONERS GASKILL and TIBBETTS had no comment.

COMMISSIONER GATTO said it looks great.

COMMISSIONER MANI concurred and noted his comments were responded to from the last Workshop.

ACTING CHAIRMAN SHAW noted the design looks impressive. He recognized there are challenges with the site.

The Petitioner noted he wished the site was bigger, but they will make it work. Staff has been wonderful to work with regarding the design of the building and site configuration. These issues were sorted out before coming here. Staff, the developer, and the tenant Chipotle are all on the same page.

ACTING CHAIRMAN SHAW noted he was not at the Workshop, but he read through the meeting minutes and had no questions. He understood a new plat was delivered. He asked if we were looking at a motion that would be conditioned on the review of the new plat, or if that was necessary.

Lori Kosmatka, Associate Planner, responded that the previous plat with the May date was provided in the packet and the motion has the conditions provided for the plat revision. We are working with them now to have those conditions reflected on the plat.

ACTING CHAIRMAN SHAW understood it would be subject to engineering review as typical.

Daniel Ritter, Interim Director noted that the reading of the motion could simply reference the staff report.

ACTING CHAIRMAN SHAW asked if there were any questions or comments from the Commission. Hearing none, he asked if there were any questions or comments from the public. Hearing none, he entertained a motion to close the Public Hearing.

COMMISSIONER GASKILL made a motion to close the Public Hearing, seconded by COMMISSIONER TRUXAL. ACTING CHAIRMAN SHAW requested a voice vote. Hearing no opposition, he declared the motion carried. He asked Staff to present the standards.

Lori Kosmatka, Associate Planner, presented the Standards.

ACTING CHAIRMAN SHAW asked for clarification that there was not a formal PUD on this property.

Dan Ritter, Interim Director, responded. He noted this issue of retroactively placing a PUD on the property also came up with Tinley Plaza as well. For years, staff reports noted that the ordinance could not be found. In 1978, our current zoning ordinance was written. A PUD was identified there at that time. It might have been development with certain conditions, but not necessarily a PUD. Since 1978 it was erroneously called a PUD. Thus we have to do a retroactive placement of a PUD on it to clean it up.

ACTING CHAIRMAN SHAW asked if what we are recommending approval tonight be applicable to the entire development or just Chipotle.

Dan Ritter, Interim Director, responded the only thing changing is just the Chipotle site, but the PUD is for the entire property. It's just taking all the things erroneously approved before and making them legitimate now. Staff guided the Petitioner to request this for the whole site. We appreciate him working with the current ownership group to make it cleaned up.

ACTING CHAIRMAN SHAW noted that similar to the sunroom item, approaching an approval not just for a particular property, but holistically has a lot of value and efficiency. He entertained the motions.

Motion 1 – Special Use for a Planned Unit Development

COMMISSIONER TRUXAL made a motion to recommend that the Village Board approve a Special Use for a Planned Unit Development (Tinley Park Shopping Plaza), in accordance with the listed plans, Findings of Fact, and list of Exceptions as noted in the October 6, 2022 Staff Report, to retroactively place a PUD over the property and permit construction of a Chipotle Mexican Grill on property located at 7061-7135 159th Street, subject to the following conditions:

1. The Special Use for Planned Unit Development approval is subject to the Final Engineering Plan review and approval by the Village Engineer, MWRD, and IDOT.
2. The IDOT Highway Permit for all work within the IDOT right-of-way shall be submitted to the Village prior to the issuing of the building permit.
3. Approval is subject to the approval of the Final Plat by the Village Board and recording of the Plat with the County Recorder of Deeds prior to issuance of any permits.

Motion seconded by COMMISSIONER GATTO. Vote taken by Roll Call; all in favor.
ACTING CHAIRMAN SHAW declared the motion carried.

Motion 2 – Plat

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant approval to the Petitioner Richard Silverman on behalf of MJK Real Estate Holding

Company, LLC., Final Plat Approval for the Tinley Park Shopping Plaza Subdivision dated May 26, 2022, subject to the following conditions:

1. The Final Plat is subject to final review and approval by the Village Engineer and Village Attorney prior to recording.
2. The cross-access (ingress/egress) easement shall be revised to include the entrance and main drive aisle connecting all three lots. The existing easement shall be extended from the east side of 71st Court to the east property line of Proposed Lot 3. These changes shall be made prior to Village Board review.
3. The nine-stall cross parking easement must be recorded either on the Plat of Subdivision or as a separate plat of easement at the same time as the Plat of Subdivision is recorded, which are required to be recorded prior to the issuing of the building permit. The cross-parking agreement shall state the Village's approval will be required to cancel or adjust the agreement.

Motion seconded by COMMISSIONER TIBBETTS. Vote taken by Roll Call; all in favor. ACTING CHAIRMAN SHAW declared the motion carried.

Motion 3 – Site Plan and Architectural Approval

COMMISSIONER GATTO made a motion to grant the Petitioner, Richard Silverman on behalf of MJK Real Estate Holding Company, LLC, Final Site Plan and Architectural Approval to permit the construction of a Chipotle Mexican Grill restaurant at 7121 159th Street in the B-2 (Community Shopping) zoning district, in accordance with the plans submitted as referenced in the October 6, 2022, Staff Report and subject to the following conditions:

1. Site Plan Approval is subject to final engineering plan review and approval.
2. Site Plan Approval is subject to approval of the requested Special Use for Planned Unit Development (PUD) and the Final Plat of Subdivision by the Village Board.
3. The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only. Future adjustments/uses of the pickup lane shall submit a revised parking/traffic analysis indicating compliance with original approval. Any conversion to a drive-thru lane on this site requires approval of a Substantial Deviation.

Motion seconded by COMMISSIONER MANI. Vote taken by Roll Call; all in favor. ACTING CHAIRMAN SHAW declared the motion carried.

ACTING CHAIRMAN SHAW noted that this item was unanimous on all the items. It is anticipated to go to Village Board on October 18, 2022. He noted that staff would be in touch with the Petitioner on the next steps. He asked if this meeting will be for approval or just first reading.

Daniel Ritter, Interim Director noted it is for both first reading and approval. Typically a PUD wouldn't, but this is a unique situation where we not approving anything entirely new.

ACTING CHAIRMAN SHAW noted the name of the PUD.

Daniel Ritter, Interim Director noted that the Petitioner chose to name it Tinley Park Shopping Center.

DRAFT

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO.2022-R-122

**A RESOLUTION APPROVING AND ACCEPTING THE TINLEY PARK SHOPPING
CENTER FINAL PLAT OF SUBDIVISION AT 7061-7135 159TH STREET**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
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

RESOLUTION NO. 2022-R-122**A RESOLUTION APPROVING AND ACCEPTING THE TINLEY PARK SHOPPING CENTER FINAL PLAT OF SUBDIVISION AT 7061-7135 159TH 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 the Tinley Park Shopping Center Final Plat of Subdivision (“Plat”) pertaining to certain real property located at 7061-7135 159th Street, Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission reviewed the proposed Plat on October 6, 2022, at public meetings at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by 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 Plat; 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 the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the following conditions:

1. The Final Plat is subject to final review and approval by the Village Engineer and Village Attorney prior to recording.
2. The cross-access (ingress/egress) easement shall be revised to include the entrance and main drive aisle connecting all three lots. The existing easement shall be extended from the east side of 71st Court to the east property line of Proposed Lot 3.
3. The nine-stall cross parking easement must be recorded either on the Plat of Subdivision or as a separate plat of easement at the same time as the Plat of Subdivision is recorded, which are required to be recorded prior to the issuing of the building permit. The cross-parking agreement shall state the Village's approval will be required to cancel or adjust the agreement.

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 this Resolution 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 Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of October 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of October 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

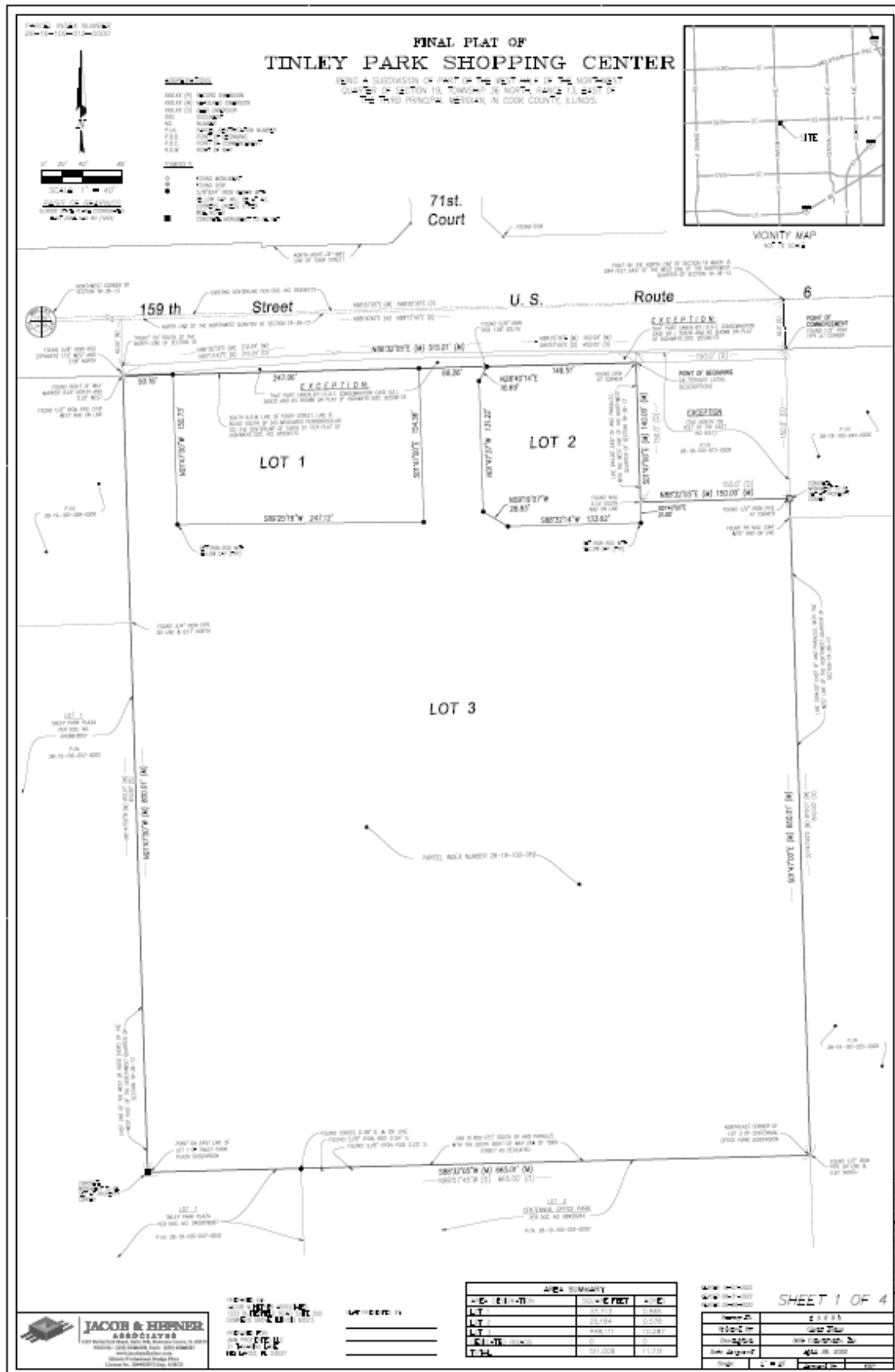
CERTIFICATE

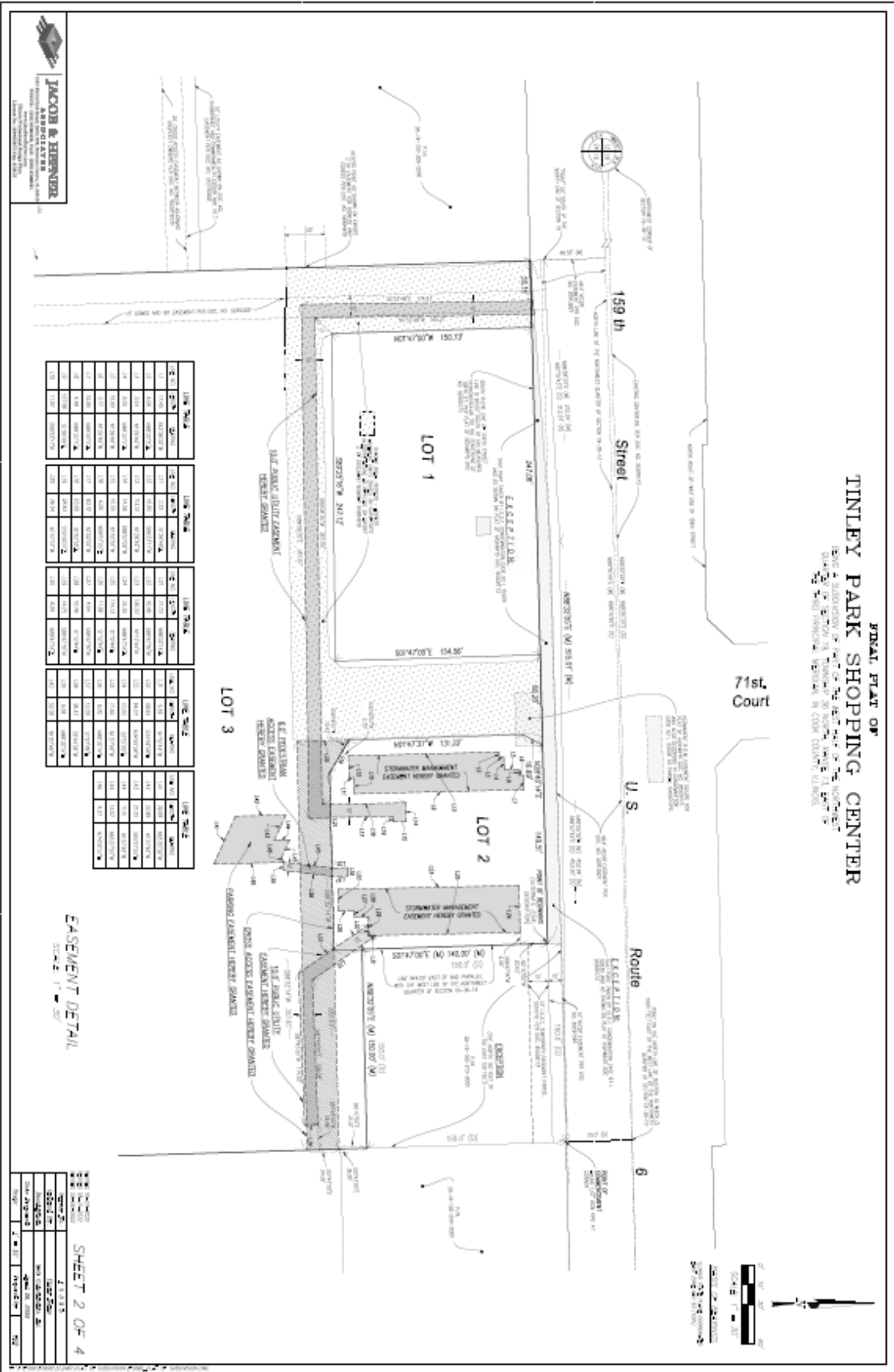
I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-R-122, “**A RESOLUTION APPROVING AND ACCEPTING A OF SUBDIVISION AT 7061-7135 159TH STREET**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 18, 2022.

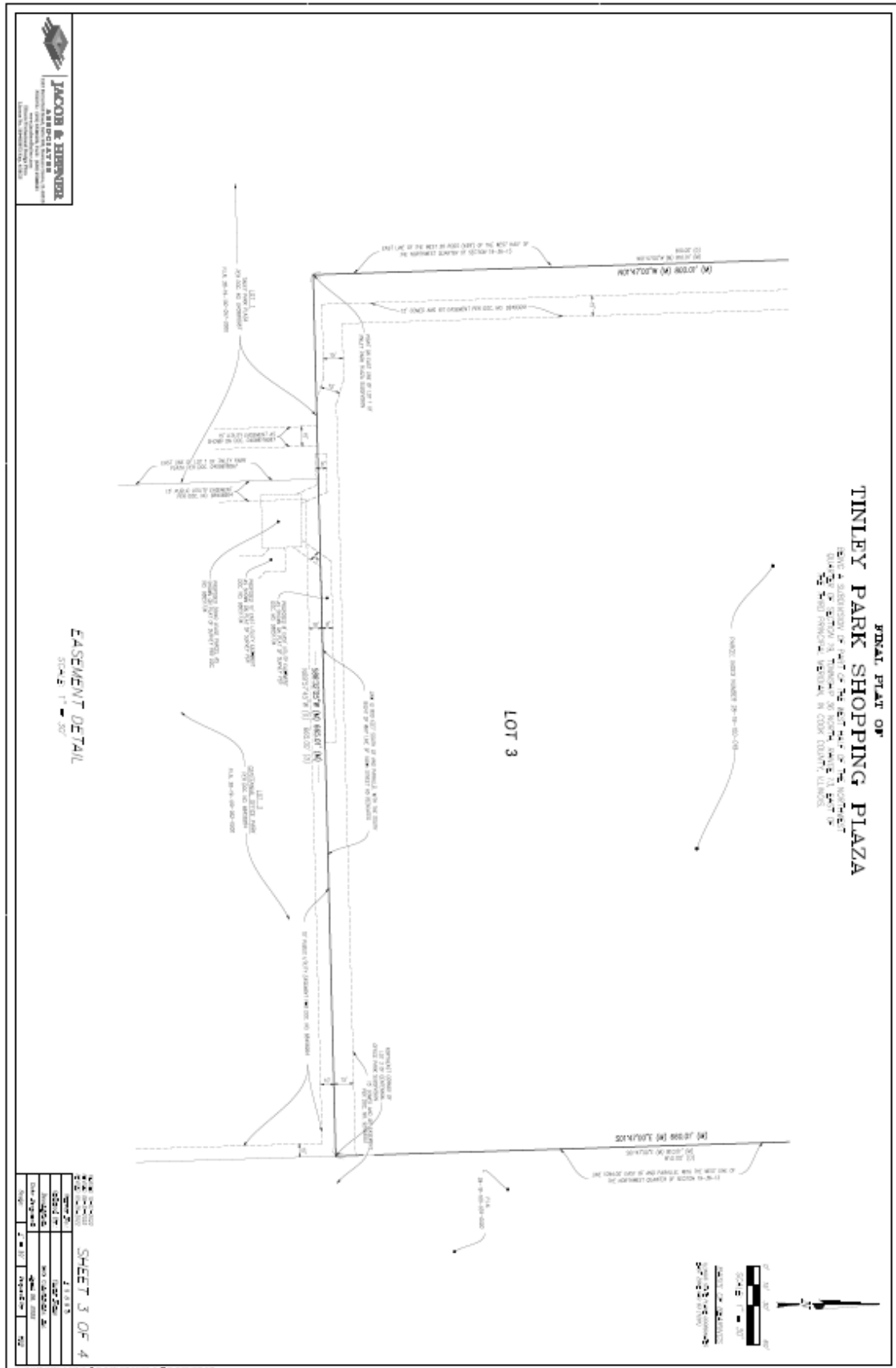
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of October 2022.

VILLAGE CLERK

Exhibit A – Plat of Subdivision (To Be Updated After Final Review)









Interoffice Memo

Date: October 5, 2022

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: GIS Agreement and Annual Renewal.

Presented for October 18, 2022 Committee of the Whole meeting discussion and action:

Description: Renew agreement with Municipal GIS Partners to provide Geographic Information System services to the Village.

Background: The Village is part of a GIS Consortium where GIS services are provided to the Village by Municipal GIS Partners. In June 2022 the GIS program was restored to pre-COVID funding level, this is a renewal at the same baseline amount. Municipal GIS Partners (MGP) provides GIS professional services on the consortium's behalf. The agreement with MGP provides 1,648 direct support hours of which approximately 15 days per month an on-site resource is present at the Village.

This agreement is for a one-year term, the Village can terminate this contract with, or without cause, at any time upon ninety (90) day written notice.

Budget/Finance: Funding is budgeted and available in the approved FY23 operating budget via the accounts 01-16-000-72652, 60-00-000-72652, 63-00-000-72652, 64-00-000-72652

Staff Direction Request: Enter into an agreement with Municipal GIS Partners to provide Geographic Information System services to the Village with the cost of \$222,480.00.

Attachments:

1. GIS Consortium service provider contract
2. MGP Statement of Work
3. MGP Insurance

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Tinley Park, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for

damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the

creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant

acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged

failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477
Attention: Anthony Ardolino
E-mail: aardolino@tinleypark.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:	VILLAGE OF TINLEY PARK
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

ATTEST:	CONSULTANT: MUNICIPAL GIS PARTNERS, INCORPORATED
By: <u>Donna J. Thomey</u>	By: <u>Thomas A. Thomey</u>
Name: Donna Thomey	Name: Thomas A. Thomey
Its: Management Support Specialist	Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Tinley Park (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is **\$18,540.00** per month. The total contract value for the agreement period is **\$222,480.00**.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, 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 Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 - 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 - 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
 - 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



Interoffice Memo

Date: October 11, 2022

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: 2022-2023 Salt Purchase

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

Description: This purchase agreement locks in the price for bulk salt from Morton Salt, Inc. delivered to the Public Works facility at \$74.37 per ton (2021 \$66.57/ 2020 \$59.10/ 2019 \$87.36 per ton). Under this agreement the Village is required to take delivery of 5,500 tons of salt over the winter season.

The total estimated cost for 2022-2023	\$409,035
The cost for the 2021-2022 season:	\$366,135
The cost for the 2020-2021 season:	\$325,050
The cost for the 2019-2020 season:	\$480,480

A request for a purchasing agreement proposal for bulk rock salt was requested from 4 companies. The following four (4) responses were received:

Morton Salt, Inc.	Oakbrook, IL	\$74.37 per ton
Cargill	North Olmsted, OH	No response
Chicago Salt	Riverdale, IL	No response
Compass Minerals	Overland, KS	Did not meet specifications

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids June and the median cost per ton for surrounding communities was not released as of yet. This is historically a higher cost per ton than what we have received by pricing individually.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$480,480
O&M Odyssey Street Fund amount available	\$10,000
Amount required for salt purchase	<u>(\$409,035)</u>
Amount UNDER budget	\$81,445

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, Inc. for the FY23 bulk salt purchase in the amount of \$74.37 per ton.
2. Direct Staff as necessary.



Interoffice Memo

Date: October 5, 2022
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Streets Superintendent
Subject: Service Contract Award-Parking Lot Snow Removal (Year 2 of 3)

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

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public Works is recommending that the board award a contract to Beverly Snow & Ice, Inc. for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the second (2nd) year for this contract. The past 6 years Beverly Snow & Ice has proven to be professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY23 budget, Road & Bridge operations, and maintenance fund 01-26-23-72785.

Total Budget Available	\$512,590
Lowest responsible bidder for 25 events	<u>\$312,500</u>
Difference (under budget)	\$200,090

- * The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event. For comparative purposes in the bidding setting, 25 events were selected.
- * Due to low ridership a reduction of service in CPL lots may be warranted.

Staff Direction Request:

1. Approve the service contract with Beverly Snow & Ice, Inc. for the FY23 Parking Lot Snow Removal Contract in the amount not to exceed the total FY23 funding amount of \$512,590 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.



Interoffice Memo

Date: October 5, 2022
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: Renewal Service Contract Award- Cul-de-sacs snow removal (Year 3 of 3)

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

Scope of Work: This service contract is a renewal for snow removal by a qualified contractor for the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Description: Public Works is recommending that we approve the renewal contract for snow removal in our 252 cul-de-sacs and eyebrows in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This would be the second (2nd) and final extension of the contract. The past 9 years Roy Zenere Trucking & Excavation has proven to be professional, reliable contractor with reasonable rates.

* For comparative purposes in the bidding setting, 10 events were selected but actual call outs may vary due to actual snowfall.

Budget / Finance: Funding is available in the approved FY23 budget, operations and maintenance funds.

Total Budget Available	\$225,000.00
Lowest responsible bidder for 10 events	<u>\$182,739.37</u>
Difference (under budget)	\$42,260.63

Staff Direction Request:

1. Approve the renewal of the service contract with Roy Zenere Trucking and Excavating for the FY23 Cul-de-sacs Snow Removal Contract in an amount not to exceed the total FY23 funding amount of \$225,000 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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