

**MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 16, 2023, 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: \_\_\_\_\_  
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**ITEM #2**

SUBJECT:            CONSIDER APPROVAL OF MINUTES OF THE SPECIAL  
                          VILLAGE BOARD MEETINGS HELD ON MAY 2, 2023.

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

COMMENTS: \_\_\_\_\_  
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**ITEM #3**

SUBJECT:            RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS  
                          SPOTLIGHT - POPUS TP, VINNY'S CLAM BAR AND TINLEY PARK  
                          PROGRESS - **President Glotz**

ACTION:            Discussion:

- 1) Popus TP (Tinley Park) is celebrating its one-year anniversary at 6741 South Street. Popus TP offers several flavors popped to order, including Kickin' Jalapeno, Sriracha, Birthday, and Barbecue in addition to their award-winning Caramel flavor. We are pleased to welcome Tracy Smith of Popus TP.
- 2) Vinny's Clam Bar will be opening soon at 18201 South Harlem Avenue. We're pleased to welcome Francesca Stirrat, General Manager of Vinny's Clam Bar.
- 3) The Tinley Park Progress is a weekly newspaper providing local news coverage for Tinley Park. Please join us in welcoming Michael Taylor, owner of the Tinley Park Progress.

COMMENTS: \_\_\_\_\_  
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**ITEM #4**

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING MAY 16, 2023, AS "APRAXIA AWARENESS DAY" IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: Discussion: **Consider a proclamation recognizing May 16, 2023 as "Apraxia Awareness Day" in the Village of Tinley Park.**

COMMENTS: \_\_\_\_\_  
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**ITEM #5**

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING JUNE 2, 2023, AS "NATIONAL GUN VIOLENCE AWARENESS DAY" IN THE VILLAGE OF TINLEY PARK - **Clerk O'Connor**

ACTION: Discussion: **Consider proclaiming June 2, 2023, as "National Gun Violence Awareness Day" in the Village of Tinley Park as we help raise awareness about gun violence and encourage responsible gun ownership to help keep our community safe.**

COMMENTS: \_\_\_\_\_  
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**ITEM #6**

SUBJECT: CONSIDER APPOINTING NICHOLAS DENOVA TO THE POSITION OF DATA ANALYST - **President Glotz**

ACTION: Discussion: Nick joined the IT Department as an IT Intern in 2017 and has made significant contributions to the Village through projects and initiatives such as an interactive data visualization dashboard for Community Development and data modeling done via custom written pipeline processes. Nick graduated summa cum laude from Governors State University in May 2023 with a degree in Computer Science. Nick is recommended to promotion to this full-time position. **Consider appointing Nicholas DeNova to the position of Data Analyst effective May 30, 2023.**

COMMENTS: \_\_\_\_\_  
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**ITEM #7**

SUBJECT: CONSIDER THE APPOINTMENT OF TRUSTEE WILLIAM A. BRENNAN TO SERVE AS PRESIDENT PRO-TEM FOR THE 2024 FISCAL YEAR - **President Glotz**

ACTION: Discussion: **Consider concurring with the recommendation of President Glotz and appoint Trustee William A. Brennan to serve as President Pro-Tem for the 2024 Fiscal Year.**

COMMENTS: \_\_\_\_\_  
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**ITEM #8**

SUBJECT: CONSIDER THE FOLLOWING STAFF APPOINTMENTS FOR THE 2024 FISCAL YEAR - **President Glotz**

ACTION: Discussion: Consider Appointment of 2024 Fiscal Year Staff members.

- Patrick Carr, Village Manager
- Hannah Lipman, Assistant Village Manager
- Donna Framke, Marketing Director
- Daniel Ritter, Community Development Director
- Matthew Walsh, Police Chief
- Stephen Klotz, Fire Services Administrator
- John Urbanski, Public Works Director
- Angela Arrigo, Human Resources Director
- Lisa Kortum, Emergency Management & Communications Director
- Peterson, Johnson & Murray Chicago, LLC, Village Attorneys

**Consider Appointment of 2024 Fiscal Year Staff members.**

COMMENTS: \_\_\_\_\_  
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**ITEM #9**

SUBJECT: CONSIDER THE FOLLOWING COMMISSION LIAISON APPOINTMENTS  
FOR THE 2024 FISCAL YEAR - **President Glotz**

ACTION: Discussion:  
**ADVISORY COMMISSION ON LABOR & DEVELOPMENT**  
Michael Mueller  
Dennis Mahoney  
  
**CIVIL SERVICE**  
William Brady  
  
**ECONOMIC COMMERCIAL**  
Dennis Mahoney  
  
**ENVIRONMENTAL**  
Michael Mueller  
  
**MARKETING**  
Colleen Sullivan  
  
**PLAN**  
Dennis Mahoney  
  
**POLICE PENSION BOARD**  
William Brennan  
  
**SENIOR SERVICES**  
William Brady  
  
**SISTER CITIES**  
William Brady  
  
**VETERANS**  
Colleen Sullivan  
  
**CRIME PREVENTION**  
William Brennan  
  
**DARE**  
William Brennan  
  
**EMERGENCY TELEPHONE & SYSTEM BOARD**  
William Brennan, Board Liaison (Public Safety)  
Kenneth Shaw, Board Liaison (Finance)  
William Brady, (Admin & Legal)

COMMENTS: \_\_\_\_\_  
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**ITEM #10**

**SUBJECT:** CONSIDER THE FOLLOWING COMMISSION APPOINTMENTS FOR THE 2024 FISCAL YEAR - **President Glotz**

**ACTION:** Discussion:

**Civil Service**

**Martin Gainer, Chair**—2-year term  
John Carney-3-year term  
Ranetta Adamovitz-1-year term

**Advisory Commission on Labor and Development**

**Larry Nichols, Chair**  
Mike Uylaki- Vice Chair  
Dan Ahern  
Frank DiGiovanni  
Tony Janowski  
Mike Lafferty  
Mike Macellaio  
Henry Malinowski  
Jim McManus  
Michael McNally  
Mike Mintle (Associate)  
Dwayn Stewart (Associate)

**Economic Commercial**

**Jay Walsh, Chair**  
Daniel Fitzgerald  
Christine Obbagy  
Richard Osty  
Brian Potter  
Dennis Reidy  
Dino Sanfilippo  
Chris Shoemaker  
Don Macaluso (Associate)

**Emergency Telephone System Board (ETSB)**

Trustee William Brady  
Trustee William Brennan  
Trustee Kenneth Shaw  
Pat Carr  
Lisa Kortum  
Steve Klotz  
John Urbanski  
Matthew Walsh

**Environmental Enhancement**

**Brandon Wigboldy, Chair**  
Erin Bradley  
William Drobitsch  
Stella Marji  
Dee Molinare  
Kyle Vester  
Evan Vogt  
Roger Zylstra  
Meaghan Kern (Associate)  
Teagan Wigboldy (Associate)

**Marketing**

**Daniel Fitzgerald, Chair**  
Jackie Bobbitt  
Amanda Daly  
Maureen Dillon  
Debbie Melchert  
Kelly Oswald  
Michael Sevier  
Al Siegers  
Dennis Suglich  
Paul Yedwofski  
Carol Bradtke (Park Dist., Associate)  
Janet Czuchra (Associate)  
Jason Freeland (Associate)  
Garrett Gray (Associate)  
Nick Halikias (Associate)  
Courtney Rourke (Associate)

**Plan**

**Garret Gray, Chair**  
Donald Bettenhausen  
James Gaskill  
Angela Gatto  
Terry Hamilton  
Eduardo Mani  
Andrae Marak  
Steven Sepessy  
Kurt Truxal

**Police Pension Board**

**Fred Mondt, President**  
John Chomiak, Trustee  
Timothy Ehlers, Assistant Secretary  
Jonathan Garrity, Secretary

**Senior Services**

**Robert Hayes, Chair**  
Andy Ashmus  
Samuel Avalos  
Estelle Campos  
Celeste Figliulo  
Theresa Flowers  
Phyllis Groberski  
Marisa Harrison  
Vicki Hayes

**Sister Cities**

**Patrick Rea, Chair**  
Roxane Tyssen, Secretary  
Lucas Hawley  
Sarah Krause  
Jim Muller  
David Niemeyer  
Michael Roche  
George Rohde  
Michele Rons

**Veterans**

**Doug Rasmussen (William), Chair**  
Robert Bullard (Submarine Rep.)  
Robert Colby  
Fred Cagle (Ex-Officio-VFW, Commander)  
Bruce Haffner  
Chris Hansley (AVMRA VFW Aux.)  
Jim Hudik  
Jimmy Hunter  
William McNellis (Ex-Officio-Amer. Legion, Commander)  
Norm Pestlin  
Georges Sanon  
Don Tomich (Marine Corp. League Rep.)  
Ken Wrezzes (Associate)  
John Maher (Associate)

COMMENTS:

**ITEM #11**

SUBJECT:

CONSIDER APPROVAL OF THE FOLLOWING CONSENT  
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION NUMBER 2023-R-056 APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR THE VILLAGE HALL PROFESSIONAL ARCHITECTURAL AND PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT OF \$54,830.
- B. CONSIDER ADOPTING RESOLUTION NUMBER 2023-R-055 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOWER WORKS, INC. FOR THE POST 20 (183RD STREET AND LAGRANGE ROAD) MONOPOLE TOWER INSTALLATION IN THE AMOUNT OF \$33,826.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-050 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR POST 13 (7408 1/2 RIDGEFIELD LANE) IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING IN THE AMOUNT OF \$80,986.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-049 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 179TH STREET WATER MAIN REPLACEMENT DESIGN AND CONSTRUCTION ENGINEERING IN THE AMOUNT OF \$99,802.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-051 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE 175TH STREET DESIGN AND CONSTRUCTION SERVICES IN AN AMOUNT NOT EXCEED \$88,250.
- F. CONSIDER REQUEST FROM SOUTH SUBURBAN SPECIAL RECREATION ASSOCIATION (SSSRA), TO CONDUCT A RAFFLE FROM JUNE 1 TO AUGUST 19, 2023, AT THE SSSRA ADMINISTRATIVE OFFICE, 19110 80TH AVENUE, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$6,250. WINNERS WILL BE DRAWN AT BICENTENNIAL PARK, OLYMPIA FIELDS, ILLINOIS.
- G. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,914,251.81 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 5 AND 12, 2023.

ACTION:

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

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COMMENTS: \_\_\_\_\_  
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**ITEM #12**

SUBJECT: CONSIDER APPROVING AN ENGAGEMENT LETTER WITH GRIFFIN, WILLIAMS, MCMAHON, & WALSH LLP (GWMW LLP) FOR LEGAL SERVICES - **President Glotz**

ACTION: Discussion: The approval of the Griffin, Williams, McMahon, & Walsh LLP Engagement Letter would authorize the Village of Tinley Park to utilize their services as required. **Consider appointing Griffin, Williams, McMahon, & Walsh LLP for legal services.**

COMMENTS: \_\_\_\_\_  
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**ITEM #13**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-015 AWARDING A CLASS T LIQUOR LICENSE TO THE LUCKY HOT DOG (8020 W. 171<sup>ST</sup> STREET) - **President Glotz**

ACTION: Discussion: The Lucky Hot Dog was granted approval for a Class D Liquor License on March 7, 2023. A Class T Liquor License would additionally permit The Lucky Hot Dog to sell alcoholic beverages for consumption in an outdoor service area via a food truck. This item was discussed at the Committee of the Whole prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #14**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-022 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS 17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS - **Trustee Mahoney**

ACTION: Discussion: This Ordinance approves the purchase of the Fuentes property located at 17309-17311 and 17313 Oak Park Avenue, Tinley Park, Illinois. The purchase price of the property is \$450,000. The item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #15**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-023 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING AN ASSIGNMENT AND PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS 6706-12 NORTH STREET, 6724 NORTH STREET, AND 6760 NORTH STREET/17329 S. OAK PARK AVENUE, TINLEY PARK, ILLINOIS - **Trustee Mahoney**

ACTION: Discussion: This Ordinance approves the purchase of the Harmony Square properties located at 6706-6712 North Street, 6724 North Street, and 6760 North Street/17329 Oak Park Avenue. The sales price of the property is \$1,900,000. The item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #16**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-024 AUTHORIZING AND ADOPTING A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF HARMONY SQUARE IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (NORTH STREET AT OAK PARK AVENUE) - **Trustee Mahoney**

ACTION: Discussion: Harmony Square development project will be constructed on approximately six (6) acres. The development will include an adaptive plaza space with open space, a concert stage seasonal fire pits, splash pad for summer that converts into an ice rink during the winter. A support building for skate rentals and a warming hut will be incorporated. Also included will be a mixed-use five (5) story building initially including approximately 125 units, consisting of 62 multi-family and 63 townhome units, with associated parking, and in addition retail, and outdoor surface parking as required by the final engineering plan as approved by the Village. Construction of the plaza will include infrastructure improvements and the reconstruction and beautification of North and South streets with brick pavers and the construction of a new road, Festival Street, connecting North and 173<sup>rd</sup> streets. This Ordinance was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #17**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-025 ANNEXING THE PROPERTY AT 18301 OAK PARK AVENUE, PURSUANT TO 65 ILCS 5/7-1-13 (DENDRINO'S) - **Trustee Mahoney**

ACTION: Discussion: The property at 18301 Oak Park Avenue, currently operating as Dendrino's, is being annexed under the allowances of the Illinois Municipal Code (65 ILCS 5/7-1-13). The approximately 0.72-acre parcel is wholly surrounded by the Village of Tinley Park and will be annexed under the R-1 Zoning District. The annexation will be effective June 30, 2023. This item was reviewed at the Committee of Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #18**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-057 APPROVING THE PURCHASE OF GETAC BODY CAMERA SYSTEM, CLOUD STORAGE, AND ACCESSORIES FROM MIDWEST PUBLIC SAFETY IN THE AMOUNT OF \$376,799.14 - **Trustee Brennan**

ACTION: Discussion: Consider approving the purchase of a body worn camera system, accessories, and cloud infrastructure for the Police department for the cost of \$376,799.14. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #19**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-052 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR THE 2023 PAVEMENT MARKING PROGRAM - **Trustee Mueller**

ACTION: Discussion: Staff requests extension of the contract for the 2023 Pavement Marking Program with Traffic Control Company. This work consists of furnishing and applying paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village. Consider approving a contract extension with STF LLC d/b/a Traffic Control Company in the amount of \$200,000. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #20**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-054 APPROVING THE FLEET VEHICLE PURCHASE LIST IN THE ESTIMATED AMOUNT OF \$1,571,700 - **Trustee Mueller**

ACTION: Discussion: Consider approving the Public Works Fleet Vehicle Purchase List that includes various vehicles with purchase amount exceeding \$20,000 for each vehicle as listed, estimated amount of \$1,571,700. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #21**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-053 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES - **Trustee Mueller**

ACTION: Discussion: The proposed agreement with Robinson Engineering Ltd. continues to provide the Village with various engineering services. The agreement includes rates through the end of the 2023 calendar year. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #22**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS:

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**ITEM #23**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS:

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**ITEM #24**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS:

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**ITEM #25**

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING TINLEY PARK’S FIRST ANNUAL “RESIDENT OF THE YEAR” – President Glotz

ACTION: Discussion: **Consider a proclamation recognizing Tinley Park’s First Annual “Resident of The Year.”**

COMMENTS: \_\_\_\_\_  
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ADJOURNMENT

**MINUTES OF THE SPECIAL CEREMONIAL BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD MAY 2, 2023**

The Special Ceremonial meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Kallsen Center of the Tinley Park Village Hall, 16250 S. Oak Park Avenue, Tinley Park, IL on May 2, 2023. President Glotz called this meeting to order at 5:38 p.m.

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

Trustee & Village President Elect:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Dennis P. Mahoney Michael G. Mueller Kenneth E. Shaw Colleen M. Sullivan
Absent:	None
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

President Glotz introduced Master of Ceremonies, Former Mayor Edward Zabrocki.

Former Mayor Zabrocki introduced Father Paul Seaman, Pastor of St. George Catholic Church. Father Seaman provided an invocation.

Master of Ceremonies, Former Mayor Zabrocki, introduced dignitaries in attendance. He then presented a history of the Tinley Park Mental Health Center and how it has affected the Village.

President Glotz presented an introduction of the newly elected and re-elected officials.

Former Mayor Zaborcki introduced Former Clerk and US Army (Ret.) Brigadier General Patrick Rea who presented a history of the Village of Tinley Park.

A Swearing-In Ceremony was presided over by the Honorable Judge Daniel Patrick Brennan, Circuit Court of Cook County. The following Board members were sworn in:

The Honorable Nancy M. O'Connor, Village Clerk  
The Honorable William A. Brennan, Village Trustee  
The Honorable Michael G. Mueller, Village Trustee  
The Honorable Kenneth E. Shaw, Village Trustee

The audience received comments from the Newly Elected Tinley Park Village Officials.

**Meeting of the Board of Trustees – Minutes****May 2, 2023**

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President Glotz asked if there were any comments from the public. No one came forward.

Motion was made by Trustee Shaw, seconded by Trustee Brady, to adjourn the Village Board meeting at 6:36 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz announced the meeting was adjourned.

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:

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Village President

ATTEST:

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Village Clerk

**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD MAY 2, 2023**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on May 2, 2023. President Glotz called this meeting to order at 7:10 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 Dennis P. Mahoney Michael G. Mueller Kenneth E. Shaw 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 Mueller, seconded by Trustee Brennan to approve the agenda as written or amended for this meeting. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to approve and place on file the minutes of the regular Village Board Meeting held on April 18, 2023. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller to **RECOGNIZE NICHOLAS CUNICO AND NOAH MORENO FOR ATTAINING THE RANK OF EAGLE SCOUT**. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-042 RECOGNIZING MAY 7th THROUGH 13th, 2023 AS "PUBLIC SERVICE RECOGNITION WEEK" IN THE VILLAGE OF TINLEY PARK**. "Public Service Recognition Week" is in honor of the millions of public employees at the federal, state, county, and local levels.

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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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-043 DESIGNATING MAY 21ST THROUGH MAY 27TH, 2023, AS NATIONAL PUBLIC WORKS WEEK IN THE VILLAGE OF TINLEY PARK.** Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to our community and an integral part of our residents' everyday lives. The American Public Works Association has celebrated the annual National Public Works Week since 1960, and we in the Village of Tinley Park encourage all citizens and civic organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety, and quality of life. 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, Mahoney, Mueller, Shaw, 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 2023-R-041 RECOGNIZING APRIL 30th THROUGH MAY 6th, 2023, AS "MUNICIPAL CLERKS RECOGNITION WEEK" IN THE VILLAGE OF TINLEY PARK.** April 30 through May 6, 2023, is recognized as "Municipal Clerks Week" and appreciation is extended to the members of our Clerk's Office and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady to appoint **PAMELA ARDAGH TO THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF.** Pam Ardagh joined the police department in 2013 and has been providing administrative support to the Police Chief, command staff, records division, and payroll within the Tinley Park Police Department on a full-time basis since 2021. She continues to take on responsibilities associated with managing the administrative work for the entire command staff and excels at her duties. She has nearly 27 years of management and related office experience. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to appoint **MICHELLE BOONE TO THE POSITION OF OFFICE COORDINATOR.** Michelle Boone joined the Village in 2012 and transferred to the Tinley Park Fire Department in 2021. She has continued to take on additional responsibilities supporting the administrative functions of the Fire Chief's office. Operational needs require the creation of an Office Coordinator position to manage administrative functions. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to appoint **WILLIAM GOMOLKA TO THE POSITION OF PUBLIC WORKS ADMINISTRATIVE MANAGER.** Bill joined the Village in 2018 as the Office Coordinator overseeing the Public Works office operations and water utility administration functions. Bringing almost a decade of corporate experience to the Village, Bill has grown the position and operations to benefit the department and improvement of relations to many avenues. To further align the needs of the Village, expansion to the operations and processes of Public Works and across

**Meeting of the Board of Trustees – Minutes****May 2, 2023****3**

other Departments requires the necessity to increase the responsibility to administratively coordinate functions. This growth has caused many additional demands to function across all Streets, Water & Sewer, Facility, and Fleet divisions and includes interdepartmental coordination efforts to assist with streamlining processes for our customers and residents. In response to these increasing demands at a higher level of administrative management, staff created the position of Administrative Manager in this fiscal year. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Mueller to appoint **WALTER SMART TO THE POSITION OF ZONING ADMINISTRATOR**. Walt joined the Village of Tinley Park in 2016 in a part-time Zoning Administrator position and supporting the various needs of the Community Development Department. Over the years Walt has shown strong technical and customer service skills that help to serve the needs of residents and businesses. With the anticipated growing needs of the department. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to appoint **JOSE GARCIA TO THE POSITION OF COMMUNITY SERVICE OFFICER (CSO)-FIELD OPERATIONS**. Jose joined the Tinley Park Police Department in October 2022, as a part-time CSO position performing parking enforcement and traffic control duties. Jose has 3 ½ years of directly related experience working as a CSO for another local Illinois Police Department. Jose also holds an associate degree in criminal justice. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to appoint **JILL HODGE TO THE POSITION OF ADMINISTRATIVE ASSISTANT**. Jill joined the Tinley Park Fire Department in 2021 in a part-time administrative support position. She oversees specific administrative functions within the Fire Department including payroll. With the retirement of another part-time administrative staff, she will continue to take on additional duties. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan seconded by Trustee Mueller to postpone **THE FOLLOWING STAFF APPOINTMENTS FOR THE 2024 FISCAL YEAR** to the May 16, 2023, meeting:

- Patrick Carr, Village Manager
- Hannah Lipman, Assistant Village Manager
- Donna Framke, Marketing Director
- Daniel Ritter, Community Development Director
- Matthew Walsh, Police Chief
- Stephen Klotz, Fire Services Administrator
- John Urbanski, Public Works Director
- Angela Arrigo, Human Resources Director
- Lisa Kortum, Emergency Management & Communications Director
- Peterson, Johnson & Murray Chicago, LLC, Village Attorneys

**Meeting of the Board of Trustees – Minutes****May 2, 2023**

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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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Shaw to postpone the appointment of **TRUSTEE MICHAEL G. MUELLER TO SERVE AS PRESIDENT PRO-TEM FOR FISCAL YEAR 2024** to the May 16, 2023, 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2023-R-044 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC (LOBBYIST) AT A COST OF \$3,500 PER MONTH.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-048 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT RELATED TO HYDRAULIC MODELING AND ANALYSIS OF THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 191ST STREET AND HARLEM AVENUE IN AN AMOUNT NOT TO EXCEED \$45,000.
- C. CONSIDER REQUEST FROM GOOD SHEPHERD MANOR, TO CONDUCT A RAFFLE FROM APRIL 24 TO JUNE 26, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$800. WINNERS WILL BE DRAWN AT THE ODYSSEY COUNTRY CLUB, 19110 RIDGELAND AVENUE, ON JUNE 26, 2023.
- D. CONSIDER REQUEST FROM THE KNIGHTS OF COLUMBUS TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, SEPTEMBER 15, AND SATURDAY, SEPTEMBER 16, 2023, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- E. CONSIDER REQUEST FROM THE TINLEY PARK POLICE DEPARTMENT TO CONDUCT A TAG DAY FUNDRAISER FOR SPECIAL OLYMPICS ON FRIDAY, MAY 19, 2023, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- F. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,245,145.31 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED APRIL 21 AND 28, 2023.

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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.



Motion was made by Trustee Mueller, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2023-O-020 AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "STANDING COMMITTEES"**. This Ordinance amends the Standing Committee Structure. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to appoint **THE FOLLOWING VILLAGE BOARD COMMITTEE ASSIGNMENTS**

**FINANCE COMMITTEE**

**TRUSTEE KENNETH E. SHAW, CHAIR**

Trustee Dennis P. Mahoney

Trustee Colleen M. Sullivan

**ADMINISTRATION & LEGAL COMMITTEE**

**TRUSTEE WILLIAM P. BRADY, CHAIR**

Trustee William A. Brennan

Trustee Michael G. Mueller

**PUBLIC SAFETY COMMITTEE**

**TRUSTEE WILLIAM A. BRENNAN, CHAIR**

Trustee William P. Brady

Trustee Michael G. Mueller

**PUBLIC WORKS COMMITTEE**

**TRUSTEE MICHAEL G. MUELLER, CHAIR**

Trustee William P. Brady

Trustee William A. Brennan

**MARKETING COMMITTEE**

**TRUSTEE COLLEEN M. SULLIVAN, CHAIR**

Trustee Dennis P. Mahoney

Trustee Kenneth E. Shaw

**COMMUNITY DEVELOPMENT COMMITTEE**

**TRUSTEE DENNIS P. MAHONEY, CHAIR**

Trustee Kenneth E. Shaw

Trustee Colleen M. Sullivan

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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to appoint **DEL GALDO LAW GROUP, LLC AS SPECIAL COUNSEL**. The appointment of Del Galdo Law Group, LLC as special counsel would authorize the Village to utilize its services on an as-needed basis. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to appoint **KLEIN, THORPE, AND JENKINS, LTD. AS ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF TINLEY PARK**. Klein, Thorpe, and Jenkins, Ltd. will bill the Village for professional services based on time spent working on matters referred to them in tenth (.10) of an hour increment. Monthly billing statements will be rendered. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2023-O-014 AMENDING TITLE XI CHAPTER 112 SECTION 20 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF CLASS T LIQUOR LICENSE**. The Village is seeking to add a Class T food truck license that enables current liquor license holders in the Village to also sell alcoholic liquor for consumption in an outdoor service area via mobile vehicle. This item was discussed at the April 18, 2023, meeting of the Committee of the Whole. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.



Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2023-O-021 AWARDING A CLASS "DV" LIQUOR LICENSE TO DARLA'S WEST, 8004 171ST STREET**. Darla's West (8004 West 171st Street) will offer a full dine-in and catering menu and feature regular bingo, free buffet, and giveaway contest events. 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. Trustee Shaw commented that he is impressed by Darla's operation. He looks forward to them expanding in the Village. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, 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 **ORDINANCE 2023-O-016 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7)**. The Plan Commission originally held a Public Hearing on November 17, 2022, but was remanded back by the Village Board when issues with covenants were realized. A follow-up Public Hearing was held on April 6, 2023, and the Plan Commission voted 5-2 to recommend approval of the Special Use in accordance with the listed plans, the recommended conditions, and Findings of Fact in the Staff Report. The two dissenting votes noted that their no votes were due to unresolved issues with the Umbrella Association and the Petitioner's disagreement with the recommended conditions that would require them to resolve the issue prior to the issuance of building occupancy.

At this time motion was made by Trustee Mueller, seconded by Trustee Brady to **AMEND ORDINANCE 2023-O-016 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) AND STRIKE SECTION 4.4 OF THIS ORDINANCE**. Section 4.4 was a condition the Plan Commission included in the agreement which stated the petitioner has an agreement with the Umbrella Association. This agreement was executed at this time. This renders Section 4.4 of the agreement mute. Village Attorney Michael Pasquinelli concurred with Trustee Mueller. President Glotz asked if there were any comments from members of the Board or public. Trustee Shaw asked if this is an executed agreement. Village Attorney Pasquinelli stated it is. An Odyssey resident addressed the Board with concerns. Her concerns are in regard to safety, with renters and the occupancy rates. She wants the landscaping and buildings to be properly maintained. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was by Trustee Sullivan, second by Trustee Brady to adopt **THE AMENDED ORDINANCE 2023-O-016 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) WITH SECTION 4.4 STRICKEN FROM THE ORDINANCE**. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adopt and place on file **ORDINANCE 2022-O-016 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7)** as amended. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, 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 2023-R-045 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TERRY'S FORD FOR A FLEET VEHICLE PURCHASE - FORD F550.** The Public Works department requested three (3) Ford F450/ F550 Dump Trucks in the Fiscal Year 2024 budget. Ford responded with updated ordering criteria. Due to shortages the Village is only allotted one (1) super duty vehicle per year through the state purchase co-op program. Staff researched other manufacturers' trucks with the Villages specifications. The manufacturers contacted did not have any available vehicles. Public Works requested to approve the retail priced purchase of one (1) Ford F550 Truck from Terry's Ford in Peotone, Illinois in the amount of \$117,256. 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, Mahoney, Mueller, Shaw, 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 2023-R-046 AUTHORIZING AN APPROPRIATION OF UP TO \$2,456,912 OF MOTOR FUEL TAX FUNDS FOR THE FISCAL YEAR 2024 PAVEMENT MANAGEMENT PROGRAM RESURFACING PROJECT.** The Pavement Management Program (PMP) is an annual program that includes asphalt resurfacing, removal, and replacement of selected areas of concrete sidewalk, curb, gutter removal and replacement, pavement striping, and other miscellaneous items of work. Staff requests, in accordance with Illinois Compiled Statutes and the Illinois Department of Transportation (IDOT) procedures, the adoption of a Resolution declaring the intent and appropriation of Motor Fuel Tax (MFT) is required for the Fiscal Year 2024 PMP Resurfacing Program. 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, Mahoney, Mueller, Shaw, 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 2023-R-047 AUTHORIZING AN APPROPRIATION OF UP TO \$952,526.84 IN REBUILD ILLINOIS BOND FUNDS FOR THE FISCAL YEAR 2024 PAVEMENT MANAGEMENT PROGRAM RESURFACING PROJECT.** The adoption of a Resolution declaring the intent and appropriation of Rebuild Illinois Funds is required for the Fiscal Year 2024 Pavement Management Program (PMP). 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

Fire Chief Steve Klotz presented an overview of a structure fire in Pine Hall at the Tinley Park Mental Health Center on April 28, 2023. He stated this fire is under investigation with the Illinois State Fire Marshal's office.

Marketing Director Donna Framke stated that the 2023, Benches on the Avenue are now displayed on Oak Park Avenue. On May 13, 2023 the Art and Garden Market will be held in Zabrocki Plaza from 10 a.m. to 2 p.m.

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

**Meeting of the Board of Trustees – Minutes****May 2, 2023**

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Trustee Brady congratulated Victor J. Andrew High School Band upon being selected for the Superstate Competition Festival. Andrew High School is one of three Tinley Park schools chosen to participate. Central Middle School and Tinley Park High School will also be participating.

President Glotz thanked Public Safety Departments that helped with the fire at the Tinley Park Mental Health Center. The departments included:

- Crestwood Fire Department
- Country Club Hills Fire Department
- Flossmoor Fire Department
- Frankfort Fire Department
- Homer Glen Fire Department
- Markham Fire Department
- Oak Forest Fire Department
- Orland Park Fire Department
- Palos Heights Fire Department
- Posen Fire Department

In All six (6) Engine Companies, four (4) Truck Companies, a Squad Company, the Robotics Team, four (4) Ambulances, and eight (8) Chief Officers responded to the incident. Total manpower on the scene total 56 firefighters. Tinley Park Police, MABAS 24 Canteen, and the State Fire Marshall all responded and assisted.

Trustee Mueller congratulated and welcomed Trustee Shaw to the Village Board.

Trustee Sullivan congratulated Clerk O'Connor, Trustees Brennan, and Mueller for their success in the 2023 election. She then congratulated and welcomed Trustee Shaw to the Village Board.

Trustee Brennan concurred with Trustee Mueller and Sullivan's comments.

President Glotz asked if there were any comments from members of the public. No one came forward.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adjourn the Village Board meeting at 8:05 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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:

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Village President

ATTEST:

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Village Clerk

# TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and  
Clerk O'Connor

Tinley Park



Proclamation

*RECOGNIZING May 16, 2023*

*as “Apraxia Awareness Day” in the Village of Tinley Park*

**WHEREAS**, Childhood Apraxia of Speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children; and

**WHEREAS**, while the act of learning to speak comes effortlessly to most children, those with apraxia endure a lengthy struggle; and

**WHEREAS**, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills; and

**WHEREAS**, that such primary and secondary educational impacts diminish future independence and employment opportunities if not resolved or improved; and

**WHEREAS**, most children with apraxia of speech will learn to communicate with their very own voices if they receive early intervention and appropriate, intensive, and frequent speech therapy; and

**WHEREAS**, it is imperative that there be greater public awareness about childhood apraxia of speech in Tinley Park among community members, physicians, education professionals, insurance providers, policy makers, and elected officials; and

**WHEREAS**, those aforementioned community leaders are encouraged to recognize the critical need to provide adequate speech therapy and related services so that the impact of this disorder is minimized and that thousands of affected children are more fully empowered to grow into flourishing adult citizens; and

**WHEREAS**, our highest respect goes to these children, as well as their families, for their effort, determination, and resilience in the face of such obstacles; and

**WHEREAS**, many states, cities, and villages recognize May 14<sup>th</sup> as Apraxia Awareness Day; and

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Tuesday, May 16<sup>th</sup>, 2023 be designated as “*Apraxia Awareness Day*” in the Village of Tinley Park, and that the Village urges all citizens to work within and beyond their communities to increase awareness and understanding of Childhood Apraxia of Speech.

**APPROVED** this 16<sup>th</sup> day of May 2023.

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Michael W. Glotz, Village President

ATTEST:

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Nancy M. O’Connor, Village Clerk

## TINLEY PARK



### PROCLAMATION

Recognizing Friday, June 2<sup>nd</sup>, 2023, as "National Gun Violence Awareness Day"  
in the Village of Tinley Park

**WHEREAS**, every day, more than 120 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 17,000 gun homicides every year; and

**WHEREAS**, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, Illinois has 1,622 gun deaths every year, with a rate of 12.9 deaths per 100,000 people. Illinois has the 35<sup>th</sup> highest rate of gun deaths in the US; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all firearm-related gun deaths in the nation occurring in 127 cities; and

**WHEREAS**, cities across the nation, including Tinley Park, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, protecting public safety in the communities they serve is mayors' highest responsibility; and

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it and are best positioned to understand how to keep their citizens safe; and

**WHEREAS**, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023, to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 2<sup>nd</sup>, the first Friday in June 2023, to help raise awareness about gun violence; and


**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our children safe.

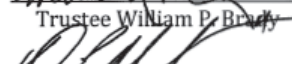
**NOW, THEREFORE, BE IT RESOLVED**, by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the first Friday, June 2<sup>nd</sup>, 2023, be designated as "National Gun Violence Awareness Day" in the Village of Tinley Park. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

**APPROVED** this 16<sup>th</sup> Day of May 2023.

  
Michael W. Glotz, Village President

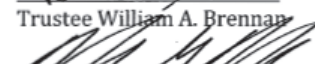
  
Nancy M. O'Connor, Village Clerk


  
Trustee William P. Brady

  
Trustee Dennis A. Mahoney

  
Trustee Kenneth E. Shaw

  
Trustee William A. Brennan

  
Trustee Michael G. Mueller

  
Trustee Colleen M. Sullivan

**CONSIDER THE APPOINTMENT OF:**

**NICHOLAS DENOVA - DATA ANALYST**

**President Glotz**

**CONSIDER APPOINTING  
WILLIAM A. BRENNAN -  
PRESIDENT PRO TEM**

**President Glotz**



# **CONSIDER THE APPOINTMENT OF STAFF FOR THE 2024 FISCAL YEAR**

**President Glotz**

**VILLAGE OF TINLEY PARK  
COMMISSION LIAISONS****CIVIL SERVICE**

(1<sup>st</sup>/3<sup>rd</sup> Mon./6pm/Chambers)  
William Brady, Board Liaison  
Hannah Lipman, Staff Liaison  
Martin Gainer, Chair

**ECONOMIC COMMERCIAL**

(2<sup>nd</sup> Monday/6:30/Kallsen)  
Dennis Mahoney, Board liaison  
Carolyn Mitera, Staff Liaison  
Jay Walsh, Chair

**ENVIRONMENTAL**

(2<sup>nd</sup> Tues/6pm/Kallsen)  
Michael Mueller, Board Liaison  
Anne Sortino, Staff Liaison  
Brandon Wigboldy, Chair

**MARKETING**

(1<sup>st</sup> Mon/6pm/Kallsen)  
Colleen Sullivan, Board Liaison  
Donna Framke, Staff Liaison  
Daniel Fitzgerald, Chair

**PLAN**

(1<sup>st</sup>&3<sup>rd</sup> Thurs/7:00/Chambers)  
Dennis Mahoney, Board Liaison  
Daniel Ritter, Staff Liaison  
Garrett Gray, Chair

**Police Pension Board**

(They meet quarterly)  
6pm – PD, West Training Room  
William Brennan, Board Liaison  
Dave Adamski, Staff Liaison  
Fred Mondt, President

**SENIOR SERVICES**

(1<sup>st</sup> Wed/3pm/Kallsen)  
William Brady, Board Liaison  
Kristin Thirion, Staff Liaison  
Robert Hayes, Chair

**SISTER CITIES**

(3<sup>rd</sup> Wed/7pm/Kallsen)  
William Brady, Board Liaison  
Hannah Lipman, Staff Liaison  
Pat Rea, Chair

**VETERANS**

(2<sup>nd</sup> Wed/7pm/Kallsen)  
Colleen Sullivan, Board Liaison  
Pat Carr, Staff Liaison  
Doug “Doc” Rasmussen, Chair

**CRIME PREVENTION**

William Brennan, Board Liaison  
Dina Navas, Staff Liaison  
Dina Navas, Chair

**DARE**

William Brennan, Board Liaison  
Darren Persha, Staff Liaison  
Bob Shervino, Chair

**EMERGENCY TELEPHONE &  
SYSTEM BOARD**

William Brennan, Board Liaison (Public Safety)  
Kenneth Shaw, Board Liaison (Finance)  
William Brady, (Admin & Legal)  
Pat Carr, Staff Liaison (EMA)  
Steve Klotz, Staff Liaison (Fire Chief)  
Matt Walsh, Staff Liaison (Police Chief)  
John Urbanski, Staff Liaison (PW Director)  
Lisa Kortum, Staff Liaison (911)

**ADVISORY COMMISSION ON LABOR &  
DEVELOPMENT**

(1<sup>st</sup> Thurs/Council Chambers)  
Michael Mueller, Board Liaison  
Dennis Mahoney, Board Liaison  
John Urbanski, Staff Liaison  
Daniel Ritter, Staff Liaison  
Larry Nichols, Chair  
Mike Uylaki, Vice Chair

# **COMMISSION APPOINTMENTS FOR FISCAL YEAR 2024**

**President Glotz**

**Interoffice****Memo**

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**Date:** May 10, 2023

**To:** Pat Carr, Village Manager

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

**Subject:** Village Hall Construction Manager – Professional Services Agreement

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

**Description:**

Due to the age of the Village Hall Facility, the need for renovations and expansion of staff in multiple departments requiring private offices, staff have been requested to update the facility. The initial review of needs for renovation includes, updating finishes, replacing casework and fixtures in the kitchen, relocating supervisory cubicle areas into offices, revising the central part height wall areas into a more useful arrangement, updating the conference room with smart technology and cabinet storage, along with any associated mechanical, electrical, and plumbing (MEP) modifications. Scope will also include new wall coverings or paint, reconfiguration of the layouts, and casework replacement. To keep within the available budget, it is our intent to leave as much existing as possible. The focus of design is to bring in a “fresh feel,” along with improving operations.

With this sizable scope, staff requests an Architectural Design and Construction Management Agreement be approved. It is recommended that with past and current services rendered to the Village, all with positive results, the firm that best represented our collective needs, able to offer architecture and construction management services, and recommend a fiscally sound solution would be with R.C. Wegman.

The recommendation of design-build services for renovating the Village Hall will be approached in phases. The initial scope as included in the proposal from R.C. Wegman includes professional services to complete design, budgeting, engineering, documentation, and bidding for the project. R.C. Wegman will be partnering with FGM Architects for the design of Renovations that have been budgeted in this FY and once design meetings commence, construction scope will be generated based on the budgeted available funds of \$500,000.

The Design Phase includes all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 of the proposal, for a lump sum of \$39,830.

Construction Manager Preconstruction Services - \$15,000.

**Staff Direction Request:**

1. Approve recommended Professional Service Contract with R.C. Wegman for the A/E & Construction Management Services at a cost of \$54,830.
2. Direct staff as necessary.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-056**

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**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY  
PARK AND R.C. WEGMAN FOR THE VILLAGE HALL PROFESSIONAL  
ARCHITECTURAL AND PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE  
AMOUNT OF \$54,830**

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

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

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**RESOLUTION NO. 2023-R-056****A RESOLUTION A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR THE VILLAGE HALL PROFESSIONAL ARCHITECTURAL AND PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT OF \$54,830**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Proposal with R. C. Wegman, a true and correct copy of such Proposal being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16<sup>th</sup> day of May 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

**PROPOSAL FROM R.C. WEGMAN FOR THE VILLAGE HALL PROFESSIONAL  
ARCHITECTURAL AND PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE  
AMOUNT OF \$54,830**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-056, “**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR THE VILLAGE HALL PROFESSIONAL ARCHITECTURAL AND PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT OF \$54,830,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

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VILLAGE CLERK





**R.C. WEGMAN**  
**CONSTRUCTION COMPANY**

750 Morton Avenue  
Aurora, Illinois 60506

Phone: +1 630 844 3000  
Fax: +1 631 844 3003

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

[WWW.RCWEGMAN.COM](http://WWW.RCWEGMAN.COM)

## **VILLAGE OF TINLEY PARK**

Village Hall Administration Renovation  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

Re: Village of Tinley Park; Village Hall Renovation

Dear Mr. John Urbanski and Village Staff,

Thank you for inviting R.C. Wegman and FGMA to submit our scope for Design Build services for renovating the Village of Tinley Park's Village Hall. Attached you will find our scope and fee proposal to complete design, budgeting, engineering, documentation, bidding, and construction for the project. On the following pages, please find our understanding of the project and the required services from R.C. Wegman Construction and FGMA based upon documentation and discussions we've had to date.

Thank you again for giving our design build team the opportunity to submit our proposal to the Village of Tinley Park.

If you have any questions regarding this proposal or need further information, feel free to contact me directly at 630.336.3278 or [cr@rcwegman.com](mailto:cr@rcwegman.com).

Thank you,

*Colette Rozanski*

Colette Rozanski, President  
WBE Certified  
R.C. Wegman Construction



**R.C. WEGMAN**  
**CONSTRUCTION COMPANY**

750 Morton Avenue  
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## 1.0 SCOPE OF PROJECT

Village of Tinley Park Village Hall renovation project includes, updating finishes, replacing casework and fixtures in the kitchen, turning cubicle areas into offices, revising the central part height wall areas into a more useful arrangement, updating the conference room with smart technology and cabinet storage, along with any associated mechanical, electrical, and plumbing (MEP) modifications. Scope will also include new wall coverings or paint, reconfiguration of the layouts, and casework replacement. MEP will require lighting modifications for new offices, new outlets and data, HVAC supply/return modifications (distribution, not system), plumbing fixture with regards to kitchen and break areas, fire protection modifications, etc. The existing wood doors, lights, outlets, and carpet are in reasonable condition. The intent is to leave as much as possible. Focus of design is to bring in a fresh feel, along with improving operations. The initial construction budget has been defined by the Village as \$500,000.

## 2.0 SCOPE OF SERVICES

2.1 Meeting with Village and Architect to define scope.

2.2 After initial design options have been reviewed with Owner, and found to be appropriate, our design build team will confirm budgets.

2.3 If found acceptable, design will enter documentation and prepare Construction Documents for the Project. The Construction Documents shall consist of drawings and specifications as required to secure a building permit, procure bids, and build the project.

2.4 Mechanical, Electrical, Plumbing, Fire Protection Engineering and Consulting Services are part of our scope of services.

2.5 All work in this phase will be reviewed with Owner.

2.6 Once scope and budget align in design phase, documentation will be completed, and bidding will begin.

2.7 A public bid will be held at the Village Hall, and R.C. Wegman will evaluate the most responsible low bidder. R.C. Wegman Construction Company will then submit for permit with the Village.

2.8 R.C. Wegman Construction Company will be handling Construction Administration on the project.



**R.C. WEGMAN**  
**CONSTRUCTION COMPANY**

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

750 Morton Avenue  
Aurora, Illinois 60506

Phone: +1 630 844 3000  
Fax: +1 631 844 3003

[WWW.RCWEGMAN.COM](http://WWW.RCWEGMAN.COM)

### 3.0 COMPENSATION

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

For all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 above, we propose a lump sum of **\$39,830**.

**Construction Manager Preconstruction Services - \$15,000**

**Construction Manager Fee** based upon **6%** of Construction Costs

**General Condition's Fee** **6%** of Construction Costs

**Bond & Insurance Fee** **2.0%** of Construction Costs

The following items are INCLUDED in our General Conditions fee:

- Trailer Office Equipment
- Field Office Supplies
- Telephone/Fax/Internet
- Shipping & Mailing
- Blueprinting/Reproductions
- Controller
- First Aid Equipment
- Safety Supplies
- Independent Safety Inspections
- Project Manager
- Project Clerical
- Temporary Sanitary Units
- General Overhead

**Excludes:**(Items will be Billed as Reimbursables)

- Permits & Fees
- Utility Fees
- Dumpsters
- Off Site Work
- On Site Superintendent & Labor
- Survey
- Material Testing

### 4.0 FORM OF AGREEMENT

Upon review and approval of this proposal, R.C. Wegman shall enter into a Design Build Agreement as mutually acceptable for the services outlined in this proposal.



# Interoffice

## Memo

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**Date:** May 10, 2023

**To:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager

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

**Subject:** Post 20 (183<sup>rd</sup> Street & LaGrange Road) Monopole Tower Installation RFP Award

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

**Description:**

At the point of expansion of the LaGrange Rd. corridor, to include the Loyola Project, a communication analysis was conducted. With the anticipation of the area receiving numerous development projects, it was determined that an expansion to the existing Public Safety Communication Radio Network needed to have a monopole site added. With the design of the sanitary lift station (Post 20), infrastructure and foundation were included in the scope. Previous board request approved the purchase of said monopole. The last phase of the project required a RFP for installation of the monopole.

On April 21<sup>st</sup>, 2023, The Village of Tinley Park requested proposals for selection of a preferred tower installation company to install the 110' monopole tower with listed appurtenances such as climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The chosen vendor was also required to certify the antennas and feedlines for appropriate operation.

Proposals as received on the due date of May 5<sup>th</sup>, 2023, were as follows:

Contractor	Submitted & Calculated Proposal
Impirium Group, Inc., Carol Stream, IL	\$ 75,360
IMG Development, LLC., Lisle, IL	\$ 36,750
Tower Works, Inc., Maple Park, IL	\$ 33,826

**Budget / Finance:** Funds are budgeted and available in Capital Fund

Budget Amount:	\$ 125,000
Monopole Purchase Amount:	\$ 45,438
Equipment & Weatherproof Cabinet	\$ 20,000
Installation:	\$ 33,826
Project Design & Consultation	\$ 19,000
Construction Contingency	\$ 5,000
Difference – UNDER BUDGET -	\$ 1,736

**Staff Direction Request:**

1. Approve the Post 20 Monopole installation contract with Tower Works, Inc., in the amount of \$33,826.
2. Direct staff as necessary.

**Attachments:**

1. Monopole Tower Installation 2023-RFP-006.
2. Proposals as received.



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-055**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND TOWER WORKS, INC. FOR THE MONOPOLE TOWER INSTALLATION**

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

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

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**RESOLUTION NO. 2023-R-055****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOWER WORKS, INC. FOR THE MONOPOLE TOWER INSTALLATION**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Tower Works, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16th day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16th day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**

## **CONTRACT BETWEEN WITH TOWER WORKS, INC. FOR THE MONOPOLE TOWER INSTALLATION**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-055, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOWER WORKS, INC. FOR THE MONOPOLE TOWER INSTALLATION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of May, 2023.

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VILLAGE CLERK





REQUEST FOR PROPOSAL (RFP)  
2023-RFP-006

***MONOPOLE TOWER INSTALLATION***

**ADVERTISED: APRIL 21, 2023**

**DUE: MAY 5, 2023 AT 10:00AM**

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**The Village of Tinley Park**  
**Request for Proposal Statements**  
**2023-RFP-006**  
**MONOPOLE TOWER INSTALLATION**

**May 5, 2023 at 10:00AM**

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

Attn: Clerk's Office  
Ref: Monopole Tower Installation  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477  
(708) 444-5000  
[jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org)

## **1.2 General Terms and Conditions**

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### **Negotiations:**

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

### **Confidentiality:**

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

### **Reserved Rights:**

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

### **Incurred Costs:**

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

### **Award:**

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

### **Discussion of RFP:**

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

### **Contract Period:**

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

### **Responsibility & Default:**

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

### **Payments:**

Payments shall be made in accordance with the Local Government Prompt Payment Act.

### **Interpretations or Correction of Request for Proposals:**

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

### **Addenda:**

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

Taxes:

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination:

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Certifications:

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Insurance: Please submit certificate with your proposal

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. Worker's Compensation and Employer's Liability with limits not less than:
  - a. (1) Worker's Compensation: Statutory;
  - b. (2) Employer's Liability;
  - c. \$1,000,000 injury-per occurrence
  - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
  - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
  - a. Each Occurrence: \$ 1,000,000
  - b. General Aggregate: \$2,000,000
  - c. Products and completed operations: General Aggregate: \$2,000,000

**Umbrella Policy:**

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. **Waiver of Subrogation:** Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

**1.3 Overview**

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.

**1.4 Project Objective**

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

**SECTION 2: N/A****SECTION 3: CONTACT AND SUBMISSION INFORMATION****3.1 Contact Information**

All inquiries about this RFP must be submitted via email to John Urbanski at [jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org).

**3.2 Submission Deadline and Address**

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

Attn: Clerk's Office  
Ref: Monopole Tower Installation  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**3.3 RFP Amendments**

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

[https://www.tinleypark.org/government/departments/clerk\\_s\\_office/open\\_bids\\_and\\_contracts.php](https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php)

**3.4 Right to Reject Proposals**

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

**3.5 Award of Project and Approval of Agreement**

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

**3.6 Cost of Preparation of Proposal**

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

**3.7 Proposals are Public Records**

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal

is confidential and thus subject to a legal exception to Illinois Public Records Law, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) identify the legal basis for the exception; and (3) defend, indemnify, and hold harmless the Village regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

#### **SECTION 4: TOWER INSTALLATION REQUIREMENTS**

This section of the RFP outlines the requirements the Village will use to evaluate the proposals. The requirements are organized into the following sections:

##### **4.1 Company, Qualifications and Experience.**

##### **4.1 Company, Qualifications and Experience**

The proposing Proposer must have significant experience in the installation of tower and tower applications.

#### **SECTION 5: HARDWARE PROCUREMENT**

All hardware shall be delivered to the site by the manufacturer at 183<sup>rd</sup> and LaGrange rd.

The selected Vendor shall make the arrangements to off load the tower from the transport carrier and provide the crane services for the off load and erection of the tower at the site.

Expected delivery date is May 23, 2023 – contractor to coordinate delivery date and time with Sabre Towers and Poles.

#### **SECTION 6: PROPOSAL FORMAT**

Proposals must include the following information:

##### **6.1 Scope of Services**

Install tower and associated equipment as listed in Attachment "A"

##### **6.2 Timeline**

The tower is scheduled for delivery end of May. The vendor shall be responsible to coordinate the delivery date (day and time) with the transport carrier and crane operator. Upon delivery and erection shall commence immediately to prevent any delay and additional costs for the project.

##### **6.3 Cost**

The Vendor shall complete the cost analysis table include in this RFP as detailed.

#### **SECTION 7: EVALUATION AND AWARD CRITERIA**

Selection of a proposal(s) will be based on the following criteria:

- Experience
- Cost
- Ability to meet the scheduled time frame.

Note: the Village will have the anchor pad already installed with anchor bolts and template provided by the manufacturer (Sabre) and will have the concrete cured for a minimum of 2 weeks.





**APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

(Fill in State and County in which affidavit is being signed)

**SECTION 1. BUSINESS STATUS STATEMENT**

I, the undersigned, being duly sworn, do state as follows:

A. \_\_\_\_\_(hereafter "Vendor") is a:  
Company Name

(Place mark in front of appropriate type of business)

\_\_\_\_\_Corporation (if a Corporation, complete B)

\_\_\_\_\_Partnership (if a Partnership, complete C)

\_\_\_\_\_Limited Liability Corporation (if an LLC, complete C)

\_\_\_\_\_Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: \_\_\_\_\_

**B. CORPORATION**

The State of incorporation is \_\_\_\_\_

Registered Agent of Corporation in Illinois:	Business Information (If Different from Registered Agent):
Name _____	Company Address, Principal Office _____
Address _____	City, State, Zip _____
City, State, Zip _____	Telephone _____ Facsimile _____

Telephone	Website

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

C. PARTNERSHIP OR L.L.C.

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Address & Telephone

Name	Address & Telephone

Name	Address & Telephone

The business address is \_\_\_\_\_

Telephone & Fax: \_\_\_\_\_ Website (if available): \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION 2. BID RIGGING AND BID ROTATING**

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**SECTION 3. NON-COLLUSION STATEMENT**

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract      \_\_\_\_\_ None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

**SECTION 5. PREVAILING WAGE REQUIREMENTS**

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

**SECTION 6. VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE**

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

**SECTION 7. TAX COMPLIANCE**

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

**SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

**During the performance of this contract, the contractor agrees:**

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

## **SECTION 9. FELONY**

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

## **SECTION 10. THE AMERICANS WITH DISABILITIES ACT**

As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.

**SECTION 11. FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR

\_\_\_\_\_  
Signature

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

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

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_

<p><b>NOTE: To be completed ONLY by selected VENDOR</b></p>
---

**CERTIFICATIONS BY CONTRACTOR****Eligibility to Contract**

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

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

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

\_\_\_\_\_  
Title



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

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

\_\_\_\_\_  
Title

**Certificate Regarding Sexual Harassment Policy**

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

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

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

\_\_\_\_\_  
Title

**Certificate of Compliance with Illinois Prevailing Wage Act**

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

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

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

\_\_\_\_\_  
Title

**Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act**

CONTRACTOR'S CERTIFICATION

(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

\_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

Hereby certifies that the undersigned Contractor:

4A. \_\_\_\_\_ has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. \_\_\_\_\_ has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: \_\_\_\_\_  
Officer or Owner of Company named above

Subscribed and sworn to before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

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

**[NAME OF CONTRACTOR]**

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

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

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

VILLAGE OF TINLEY PARK

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

Michael Glotz, Mayor

*(required if Contract is \$10,000 or more)*

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

Village Clerk

*(required if Contract is \$10,000 or more)*

\_\_\_\_\_

Date

VILLAGE OF TINLEY PARK

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

Village Manager

\_\_\_\_\_

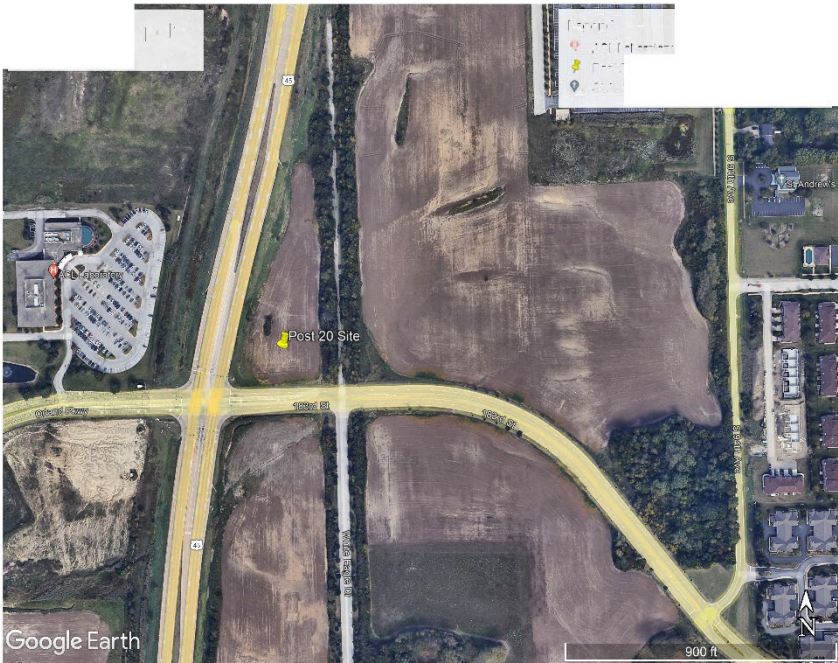
Date

Attachment “A”

Anchor bolts and templates .....	
6' Sidearm with Collar Mount @ the 90' elevation .....	
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70' elevation .....	
3' Sidearm with Collar Mount @ the 60' elevation .....	
TIA standard grounding kit (each) .....	
8' x 5/8" lightning rod copper clad and stiffener (each) .....	
S.E. Certified Profile Drawings.....	
S.E. Certified Foundation Design.....	
Final Erection Drawings.....	

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR-	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR-	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X





955 E. Commerce Dr. Suite A, Traverse City, MI 49685  
(231) 409-4111 Fax (231) 929-4580  
[mmachuta@aol.com](mailto:mmachuta@aol.com)

May 10, 2023

Mr. John Urbanski  
Village of Tinley Park  
Public Works Department  
16250 Oak Park Ave.  
Tinley Park, IL 60477

Dear Mr. Urbanski:

MSC reviewed the (3) tower bid responses for the installation of the 110' monopole tower at Post 20. The vendors were Impirum Group, IMG and Tower Works. Impirum bid \$75,360.00, IMG bid \$36,750.00 and Tower Works bid \$33,826.00. All (3) vendors are compliant within the bidding process.

MSC has worked with IMG and Tower Works on past projects and both are professional organizations performing quality work. MSC recommends that the Village enter into an agreement with Tower Works for the installation of the Post 20 110' monopole tower.

Sincerely,

Max Machuta, Village Consultant

**Tower Works Inc.**

**47W543 Perry Road**  
**Maple Park, IL 60151**

**ph. (630) 557-2221**

**fax (630) 557-2229**

**Estimate**

Date	Estimate #
4/27/2023	6886
P.O. No.	

**Name / Address**

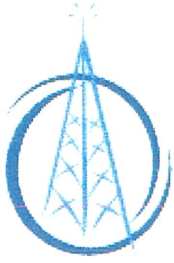
Village of Tinley Park  
 Public Works Director  
 16250 S. Oak Park Avenue  
 Tinley Park, IL 60477

**Project****Monopole Tower Installation**

Description	Qty	Cost	Total
Village of Tinley Park John Urbanski - Public Works Director 16250 S. Oak Park Avenue Tinley Park, IL 60477  REF: 110' Sabre Monopole Tower Installation  Install 110' Monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors etc. Perform sweeps on the antennas and feedlines for appropriate operation  NOTE: Foundation pad with anchor bolts and template will be installed by others provided by the manufacture (Sabre) and will have cured for a minimum of 2 weeks.  110' Monopole tower installation on existing anchor pad (Provided by the Village Contractor) Side collar mounts to be installed at listed levels with antenna mounting pipes Grounding kit with rod ( Hailo) Ground counterpoise (already installed) requires attachment to tower at (3) locations Attach another 2/0 cable to tower that attaches to the equipment housing (Top of tower to buss bar) Provide (2 each) DB224 antennas in the VHF range from 150 to 160 mhz Provide (1 each) UHF yagi antenna 6 to 8 db gain Provide (2 each) LMR 400 feedline runs from DB224 antennas to equipment housing Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor (4 kits and 1 Buss bar) 4 Ground kits and 1 Buss Bar Provide and install (2) outdoor CAT shield cables from top of tower to the equipment shelter with ground kits at top and bottom of tower structure Crane to stack Monopole			
	1	16,200.00	16,200.00
	2	1,750.00	3,500.00
	1	450.00	450.00
	1	450.00	450.00
	1	750.00	750.00
	3	467.00	1,401.00
	1	75.00	75.00
	2	400.00	800.00
		2,200.00	2,200.00
	2	1,600.00	3,200.00
		4,800.00	4,800.00
<b>Total</b>			<b>\$33,826.00</b>

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





**Tower Works, Inc.**  
47 W. 543 Perry Road  
Maple Park, IL 60151

Ph. (630) 557-2221

**Fax (630) 557-2229**

[towerworks@towerworks.net](mailto:towerworks@towerworks.net)

## LIST OF REFERENCES

**Village of Oak Forest  
15440 S. Central  
Oak Forest, IL 60452  
J. Janozik – 708-535-4090**

## 190' Monopole

**Village of Elk Grove Fire Station #8**  
**MTI Construction**  
**328 Eisenhower Lane**  
**Lombard, IL 60148**  
**A. Jones – 847-742-7200**

## 60' Monopole

**City of Aurora  
Fire Station #8  
44 E. Downers Place  
Aurora, IL 60507  
T. Vanhook – 630-417-7494**

## 190' Monopole





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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

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

<b>PRODUCER</b> TrueNorth 500 1st St SE Cedar Rapids IA 52401	<b>CONTACT</b> NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723      FAX (A/C, No): 877-810-6374 E-MAIL ADDRESS: certs@truenorthcompanies.com														
<b>INSURED</b> Tower Works, Inc 47 W. 543 Perry Rd Maple Park IL 60151	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Western National Mutual Insurance Company</td> <td>15377</td> </tr> <tr> <td>INSURER B: American Interstate Insurance Company</td> <td>31895</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western National Mutual Insurance Company	15377	INSURER B: American Interstate Insurance Company	31895	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 2095235582**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR         </div> <div style="margin-left: 20px;"> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER:         </div>		CPP 1153732 06	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input checked="" type="checkbox"/> HPD         </div>		CPP 1153392 06	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit/Deductible \$ 50,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 1025687 06	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	AVWCIL3133402022	11/30/2022	11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased and Rented Equipment		CPP 1153740 06	11/30/2022	11/30/2023	Limit/Deductible 350,000/1,000
A	Installation Floater		CPP 1153740 06	11/30/2022	11/30/2023	Limit/Deductible 100,000/1,000

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

If Yes is indicated above for Additional Insured, General Liability #WNG139 06/18 (Ongoing and Completed Operations) and Automobile Liability WNCA27 06/16 apply. If Yes is indicated above for Waiver of Subrogation, General Liability #WNG139 08/18, Automobile Liability #WNCA27 06/16 and Workers Compensation #WC000313 04/84 apply. Coverage is extended for work performed and required under written contract with the above named insured. Umbrella liability extends over the General Liability, Automobile Liability and Employer's Liability only and follows form as per policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park  
 16250 S. Oak Park Avenue  
 Tinley Park IL 60477

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

AUTHORIZED REPRESENTATIVE



**7.1 COST TABLE**

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	16,200	16,200
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	1750.00	3500-
3	Grounding kit with rod	1	450-	450-
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	450-	450-
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	750-	750-
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	467-	1401-
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	75-	75-
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	400-	800-
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	2200-	2200-
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	1600-	3200-
11	Crane to Stack Monopole		4800-	4800-

**Total****\$ 33,826.<sup>00</sup>**

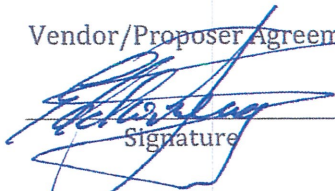
Total cost for purchase of equipment, services and implementation of the Cabling System

Thirtythree thousand eight hundred twenty six dollars 33,826 .00

Total Cost in Words

Numeric

Vendor/Proposer Agreement:



Signature

5/3/23

Date:

Eddie Finley

Name:

President

Title:

Company Name: Tower Works, Inc

Contact Persons: Eddie Finley

Address: 41W 543 Perry Rd., Maple Park, IL 60151

Phone Number: 630-557-2221

Email Contact: towerworks@towerworks.net

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

## APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS )  
 COUNTY OF Kane ) ss.

(Fill in State and County in which affidavit is being signed)

SECTION 1. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Tower Works, Inc (hereafter "Vendor") is a:  
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

\_\_\_\_\_ Partnership (if a Partnership, complete C)

\_\_\_\_\_ Limited Liability Corporation (if an LLC, complete C)

\_\_\_\_\_ Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 57-226921

B. CORPORATION

The State of incorporation is ILLINOIS

Registered Agent of Corporation in Illinois: <u>Tower Works, Inc</u>	Business Information (If Different from Registered Agent):
Name <u>47 W 543 Perry Rd</u>	Company Address, Principal Office
Address <u>Maple Park, IL 60151</u>	City, State, Zip
City, State, Zip	Telephone _____ Facsimile _____

www.towerworks.net  
Website

President: Eddie Finley

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

The partners or members are as follows: (Attach additional sheets if necessary)

<hr/>	<hr/>
Name	Address & Telephone

Name	Address & Telephone
------	---------------------

Name \_\_\_\_\_ Address & Telephone \_\_\_\_\_

The business address is \_\_\_\_\_

Telephone & Fax: \_\_\_\_\_ Website (if available): \_\_\_\_\_

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



**SECTION 2. BID RIGGING AND BID ROTATING**

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**SECTION 3. NON-COLLUSION STATEMENT**

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:


\_\_\_\_\_ Others Interested in Contract      X None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

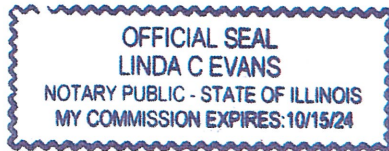
**SECTION 11. FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR

  
 Signature  
Eddie Finley  
 Printed Name  
President  
 Title:

SUBSCRIBED and SWORN to before me this 4<sup>th</sup> day of May, 2023  
Linda C Evans



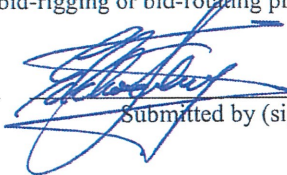
My Commission Expires: 10/15/24

NOTE: To be completed ONLY by selected VENDOR

**CERTIFICATIONS BY CONTRACTOR****Eligibility to Contract**

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

TowerWork, Inc  
 Name of Contractor (please print)  
President  
 Title

  
 Submitted by (signature)

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

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

TowerWorks Inc  
Name of Contractor (please print)  
President  
Title

[Signature]  
Submitted by (signature)

**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.

TowerWorks, Inc  
Name of Contractor (please print)  
President  
Title

[Signature]  
Submitted by (signature)

**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.

TowerWorks, Inc  
Name of Contractor (please print)  
President  
Title

[Signature]  
Submitted by (signature)

**Certificate of Compliance with Illinois Prevailing Wage Act**

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



Towerworks Inc

Name of Contractor (please print)

President

Title



Submitted by (signature)

**Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act****CONTRACTOR'S CERTIFICATION**

(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

Eddie Finley

(Officer or Owner of Company)

, having been first duly sworn deposes and states as follows:

Towerworks Inc

(Name of Company)

, having submitted a proposal for:

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

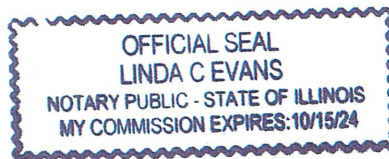
(Cross out either 4A or 4B, depending upon which certification is correct.)

By: 

Officer or Owner of Company named above

Subscribed and sworn to before  
me this 4th day ofMay, 2023Linda C Evans

Notary Public



[NAME OF CONTRACTOR]

Towerworks IncBY: 5/4/23

Date

Printed Name: Eddie FinleyTitle: President



**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Michael Glotz, Mayor  
(required if Contract is \$10,000 or more) \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Village Clerk  
(required if Contract is \$10,000 or more) \_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager \_\_\_\_\_  
Date



REQUEST FOR PROPOSAL (RFP)  
2023-RFP-006

**MONOPOLE TOWER INSTALLATION**

**ADVERTISED: APRIL 21, 2023**

**DUE: MAY 5, 2023 AT 10:00AM**



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John Ursoski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477  
(708) 644-3000  
www.tinleypark.org



**The Village of Tinley Park**  
**Request for Proposal Statements**  
**2023-RFP-006**  
**MONOPOLE TOWER INSTALLATION**

**May 5, 2023 at 10:00AM**

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

John Urbanski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477  
(708) 444-5000  
[jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org)



## 1.2 General Terms and Conditions

---

### Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

### Confidentiality:

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

### Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

### Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

### Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

### Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

### Contract Period:

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

### Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

### Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

### Interpretations or Correction of Request for Proposals:

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

### Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

**Taxes:**

The Village is exempt from paying certain Illinois State Taxes.

**Non-Discrimination:**

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

**Certifications:**

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

**Insurance: Please submit certificate with your proposal**

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. **Worker's Compensation and Employer's Liability** with limits not less than:
  - a. (1) Worker's Compensation: Statutory;
  - b. (2) Employer's Liability;
  - c. \$1,000,000 injury-per occurrence
  - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
  - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:
  - a. Each Occurrence: \$ 1,000,000
  - b. General Aggregate: \$2,000,000
  - c. Products and completed operations: General Aggregate: \$2,000,000

**Umbrella Policies:**

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. **Waiver of Subrogation:** Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

**1.3 Overview**

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.



**1.4 Project Objective**

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

**SECTION 2: N/A****SECTION 3: CONTACT AND SUBMISSION INFORMATION****3.1 Contact Information**

All inquiries about this RFP must be submitted via email to John Urbanski at [jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org).

**3.2 Submission Deadline and Address**

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

John Urbanski, Public Works Director  
Ref: Monopole Tower Installation  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**3.3 RFP Amendments**

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

[https://www.tinleypark.org/government/departments/clerk\\_s\\_office/open\\_bids\\_and\\_contracts.php](https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php)

**3.4 Right to Reject Proposals**

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

**3.5 Award of Project and Approval of Agreement**

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

**3.6 Cost of Preparation of Proposal**

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

**3.7 Proposals are Public Records**

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal



## 7.1 COST TABLE

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	15,000.00	15,000.00
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	3,650	7,300
3	Grounding kit with rod	1	1,500	1,500
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	900	900
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	1,400	1,400
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	1,200	3,600
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	350	350
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	1,800	3,600
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	350	1,400
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	850	1,700

Total

\$36,750.00

Total cost for purchase of equipment, services and implementation of the Cabling System

Thirty Six Thousand Sevenhundred Fifty  
Total Cost in Words

\$36,750.00  
Numeric

Vendor/Proposer Agreement:

  
Signature

5/5/2023  
Date:

Thomas McCann  
Name:

VP Operations  
Title:

Company Name:

Contact Persons:

Address:

Phone Number:

Email Contact:

Telephone \_\_\_\_\_

Website \_\_\_\_\_

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

C. PARTNERSHIP OR L.L.C.

The partners or members are as follows: (Attach additional sheets if necessary)

Daile McLann

Name

5111 Academy Dr, Lisle, IL 60532 312.545.2711

Address &amp; Telephone

Thomas McLann

Name

5111 Academy Dr, Lisle, IL 60532 630.675.2741

Address &amp; Telephone

Name

Address &amp; Telephone

The business address is 5111 Academy Dr., Lisle IL 60532Telephone & Fax: \_\_\_\_\_ Website (if available): imgdevelopmentllc.comD. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION 2. BID RIGGING AND BID ROTATING**

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**SECTION 3. NON-COLLUSION STATEMENT**

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract

  X   None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

**SECTION 5. PREVAILING WAGE REQUIREMENTS**

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

**SECTION 6. VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE**

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

**SECTION 7. TAX COMPLIANCE**

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

## SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.



- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

#### **SECTION 9. FELONY**

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

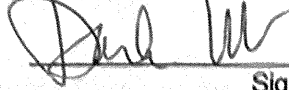
#### **SECTION 10. THE AMERICANS WITH DISABILITIES ACT**

As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.

**SECTION 11. FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

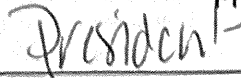
VENDOR



Signature

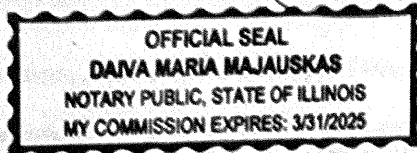


Printed Name



Title:

SUBSCRIBED and SWORN to before me this 4<sup>th</sup> day of May, 2014.



My Commission Expires: \_\_

**NOTE: To be completed ONLY by selected VENDOR**

**CERTIFICATIONS BY CONTRACTOR****Eligibility to Contract**

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

Imb Development LLC  
Name of Contractor (please print)

  
Submitted by (signature)

President  
Title

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

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

IMB Development LLC  
Name of Contractor (please print)

[Signature]  
Submitted by (signature)

President  
Title

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

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

IMB  
Name of Contractor (please print)

[Signature]  
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.

IMB Development LLC  
Name of Contractor (please print)

[Signature]  
Submitted by (signature)

President  
Title

**Certificate of Compliance with Illinois Prevailing Wage Act**

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



IMB Development  
 Name of Contractor (please print)  
President  
 Title

[Signature]  
 Submitted by (signature)

**Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act**

**CONTRACTOR'S CERTIFICATION  
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)**

Dale McLean, having been first duly sworn deposes and states as follows:  
 (Officer or Owner of Company)

IMB Development, having submitted a proposal for:  
 (Name of Company)

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: [Signature]  
 Officer or Owner of Company named above

Subscribed and sworn to before  
 me this 4 day of May, 2023

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

**[NAME OF CONTRACTOR]**

BY: Dale McLean 5-4-23  
 Printed Name: Dale McLean Date  
 Title: President

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Michael Glotz, Mayor  
(required if Contract is \$10,000 or more) \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Village Clerk  
(required if Contract is \$10,000 or more) \_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager \_\_\_\_\_  
Date

## Attachment "A"

Anchor bolts and templates .....  
6' Sidearm with Collar Mount @ the 90° elevation .....  
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70° elevation .....  
3' Sidearm with Collar Mount @ the 60° elevation .....  
TIA standard grounding kit (each) .....  
8' x 5/8" lightning rod copper clad and silencer (each) .....  
S.E. Certified Profile Drawings .....  
S.E. Certified Foundation Design .....  
Final Erection Drawings .....



The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X





2023-RFP-006  
Monopole Tower Installation

May 4, 2023

To Whom It May Concern:

Impirium Group Inc. certifies:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Respectfully,

Impirium Group Inc.



---

Abder Ghouleh  
Project Director

2023-RFP-006  
Monopole Tower Installation

SECTION 4.1

Impirium Group Inc is a contactor that specializes in the telecom industry, a leader in macro site construction, tower, antenna, fiber optics, small cell, and generator installations. Impirium works in conjunction with its affiliated company (same ownership group) Concordia Wireless (Engineering Design and Land Acquisition). Our group has over 20 years of experience as telecom constructors.

Our staff brings both project management in the private communications sector as well as in the government sector. With experienced tower crews that have done excellent tower site installations, we do not foresee any difficulties in this project.

Recent similar projects on the following pages.

SECTION 5

Impirium Group will make arrangements with a crane company to off load and erect the tower on the expected delivery date.

SECTION 6

Impirium Group will install the tower and associated equipment as listed in Attachment "A".

As time is of the essence, Impirium Group will start erection of the tower on the date of delivery. We will have a full crew of installers ready on date of delivery and on consecutive days until construction end.

## FIRM EXPERIENCE SIMILAR PROJECTS

Project #1: Verizon Communication Tower at 2495 S Meridian Road, Fowler, IN 47944

Start Date: 11/22/2020; End Date: 1/28/2021

### Scope of work

#### 1. Decommissioning & Replacement of Existing 380 Foot Tower Project – Verizon

- A. Decommission of existing 380 foot high Self Support / Guyed Tower.
- B. Installation of New 300' Self Support (3-legged) Tower.

### Summary

An Existing 380-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 300' 3-legged Self Support Tower. The project was very challenging due to the fact that 380' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 380' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.

Client: Verizon Wireless, 250 E. 96<sup>th</sup> Street, Suite 300, Indianapolis, IN 46240.

Contact: James R. Grant, phone: 317-439-7644

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Project #2: GN2 Rochester Central II Tower at 440 W SR 14, Rochester, IN 46975

Start Date: 10/27/2020; End Date: 11/20/2020

### Scope of work

#### 1. Decommissioning & Replacement of Existing 360 Foot Tower Project – Verizon

- A. Decommission of existing 360 foot high Self Support / Guyed Tower.
- B. Installation of New 190' Monopole Tower.

### Summary

An Existing 360-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 190' Monopole Tower. The project was very challenging due to the fact that 360' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 360' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous



type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.

Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644, [james.grant@verizonwireless.com](mailto:james.grant@verizonwireless.com)

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Project #3: GN2 Oxford II Tower at 2495 S Meridian Rd, Benton, IN 46526

Start Date: 11/12/2020; End Date: 12/10/2020

**Scope of work**

**1. Installation of new 300 Foot Tower Project – Verizon**

A. Installation of New 300' Self Support (3-legged) Tower.

**Summary**

A new 300' Self Support (3-legged) Tower was erected. New equipment was installed on the tower including Antennas, Radios, Microwaves and coax cables.

Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644

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Project #4: GN2 Kilmore II Tower at 2024 E County Rd 250 N, Frankfort, IN 46041

Start Date: 11/23/2020; End Date: 12/18/2020

**Scope of work**

**1. Decommissioning & Replacement of Existing 360 Foot Tower Project – Verizon**

A. Decommission of existing 360 foot high Self Support / Guyed Tower.

B. Installation of New 260' Self Support (3-legged) Tower.

**Summary**

An Existing 360-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 260' 3-legged Self Support Tower. The project was very challenging due to the fact that 360' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 360' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.



Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644, [james.grant@verizonwireless.com](mailto:james.grant@verizonwireless.com)

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Project #5: Emergency Communications Tower Construction at 650 Curtiss Street, Downers Grove, IL 60515

Start Date: 10/01/2022; End Date: 5/01/2024 (projected)

**Scope of work**

**1. Installation of New Monopole Tower and Decommissioning of Existing Tower – Downers Grove**

- A. Decommission of existing 160' Self Support Tower.
- B. Construction of New 190' Monopole Tower.

**Summary**

An Existing 160-foot lattice tower needs to be removed to make way for a new development and replaced by a 190' Monopole Tower at a new location. Coordination is needed of all existing tower tenants to transition to the new tower.

Client: Village of Downers Grove

Contact: Jeff Montanari, Downers Grove's Construction rep, 331-210-1534, [jdmontanari@leopardo.com](mailto:jdmontanari@leopardo.com)

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REQUEST FOR PROPOSAL (RFP)  
2023-RFP-006

***MONOPOLE TOWER INSTALLATION***

**ADVERTISED: APRIL 21, 2023**

**DUE: MAY 5, 2023 AT 10:00AM**

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**The Village of Tinley Park  
Request for Proposal Statements  
2023-RFP-006  
MONOPOLE TOWER INSTALLATION**

**May 5, 2023 at 10:00AM**

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

John Urbanski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski  
Public Works Director  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477  
(708) 444-5000  
[jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org)



## **1.2 General Terms and Conditions**

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### **Negotiations:**

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

### **Confidentiality:**

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

### **Reserved Rights:**

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

### **Incurred Costs:**

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

### **Award:**

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

### **Discussion of RFP:**

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

### **Contract Period:**

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

### **Responsibility & Default:**

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

### **Payments:**

Payments shall be made in accordance with the Local Government Prompt Payment Act.

### **Interpretations or Correction of Request for Proposals:**

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

### **Addenda:**

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

Taxes:

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination:

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Certifications:

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Insurance: Please submit certificate with your proposal

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. Worker's Compensation and Employer's Liability with limits not less than:
  - a. (1) Worker's Compensation: Statutory;
  - b. (2) Employer's Liability;
  - c. \$1,000,000 injury-per occurrence
  - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
  - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
  - a. Each Occurrence: \$ 1,000,000
  - b. General Aggregate: \$2,000,000
  - c. Products and completed operations: General Aggregate: \$2,000,000



Umbrella Policy:

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

**1.3 Overview**

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.

**1.4 Project Objective**

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

**SECTION 2: N/A****SECTION 3: CONTACT AND SUBMISSION INFORMATION****3.1 Contact Information**

All inquiries about this RFP must be submitted via email to John Urbanski at [jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org).

**3.2 Submission Deadline and Address**

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

John Urbanski, Public Works Director  
Ref: Monopole Tower Installation  
Village of Tinley Park  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**3.3 RFP Amendments**

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

[https://www.tinleypark.org/government/departments/clerk\\_s\\_office/open\\_bids\\_and\\_contracts.php](https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php)

**3.4 Right to Reject Proposals**

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

**3.5 Award of Project and Approval of Agreement**

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

**3.6 Cost of Preparation of Proposal**

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

**3.7 Proposals are Public Records**

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal



is confidential and thus subject to a legal exception to Illinois Public Records Law, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) identify, the legal basis for the exception; and (3) defend, indemnify, and hold harmless the Village regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

#### **SECTION 4: TOWER INSTALLATION REQUIREMENTS**

This section of the RFP outlines the requirements the Village will use to evaluate the proposals. The requirements are organized into the following sections:

##### **4.1 Company, Qualifications and Experience.**

##### **4.1 Company, Qualifications and Experience**

The proposing Proposer must have significant experience in the installation of tower and tower applications.

#### **SECTION 5: HARDWARE PROCUREMENT**

All hardware shall be delivered to the site by the manufacturer at 183<sup>rd</sup> and LaGrange rd.

The selected Vendor shall make the arrangements to off load the tower from the transport carrier and provide the crane services for the off load and erection of the tower at the site.

Expected delivery date is May 23, 2023 – contractor to coordinate delivery date and time with Sabre Towers and Poles.

#### **SECTION 6: PROPOSAL FORMAT**

Proposals must include the following information:

##### **6.1 Scope of Services**

Install tower and associated equipment as listed in Attachment "A"

##### **6.2 Timeline**

The tower is scheduled for delivery end of May. The vendor shall be responsible to coordinate the delivery date (day and time) with the transport carrier and crane operator. Upon delivery and erection shall commence immediately to prevent any delay and additional costs for the project.

##### **6.3 Cost**

The Vendor shall complete the cost analysis table include in this RFP as detailed.

#### **SECTION 7: EVALUATION AND AWARD CRITERIA**

Selection of a proposal(s) will be based on the following criteria:

- Experience
- Cost
- Ability to meet the scheduled time frame.

Note: the Village will have the anchor pad already installed with anchor bolts and template provided by the manufacturer (Sabre) and will have the concrete cured for a minimum of 2 weeks.

**7.1 COST TABLE**

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	32,000	32,000.00
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	8,000	16,000.00
3	Grounding kit with rod	1	2,115	2,115.00
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	1,500	1,500.00
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	1,615	1,615.00
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	4,550	13,650.00
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	2,250	2,250.00
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	1,800	3,600.00
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	350	1,400.00
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	615	1,230.00

**Total**75,360.00

Total cost for purchase of equipment, services and implementation of the Cabling System

Seventy Five Thousand, Three hundred sixty dollars\$ 75,360.00**Total Cost in Words****Numeric**

Vendor/Proposer Agreement:

Abder Ghoulch

Signature

5/4/2023

Date:

Abder Ghoulch

Name:

Project Director

Title:

Company Name: Impirium Group, Inc  
 Contact Persons: Tyler Brinkerhoff, Abder Ghoulch  
 Address: 325 Village Drive, Carol Stream, IL 60188  
 Phone Number: 224-406-0339 / 224-213-5945  
 Email Contact: bizdev@impirium.net



## APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT

STATE OF Illinois )  
 COUNTY OF DuPage ) ss.

(Fill in State and County in which affidavit is being signed)

SECTION 1. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

- A. Impirium Group Inc. (hereafter "Vendor") is a:  
 Company Name

(Place mark in front of appropriate type of business)

☒ Corporation (if a Corporation, complete B)

☐ Partnership (if a Partnership, complete C)

☐ Limited Liability Corporation (if an LLC, complete C)

☐ Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 82-18776229

- B. CORPORATION

The State of incorporation is Illinois

Registered Agent of Corporation in Illinois: <u>Rim Hafez</u>	Business Information (If Different from Registered Agent):
Name	Company Address, Principal Office
<u>325 Village Drive</u>	
Address	City, State, Zip
<u>Carol Stream, IL 60188</u>	<u>888-476-9878</u> <u>847-589-0643</u>
City, State, Zip	Telephone Facsimile

847-708-7500

Telephone

[www.impirium.net](http://www.impirium.net)

Website

The corporate officers are as follows:

President: Rim Hafez

Vice President: \_\_\_\_\_

Secretary: Rim Hafez

C. PARTNERSHIP OR L.L.C.

The partners or members are as follows: (Attach additional sheets if necessary)

Name \_\_\_\_\_

Address &amp; Telephone

Name \_\_\_\_\_

Address &amp; Telephone

Name \_\_\_\_\_

Address &amp; Telephone

The business address is \_\_\_\_\_

Telephone & Fax: \_\_\_\_\_ Website (if available): \_\_\_\_\_

#### D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION 2. BID RIGGING AND BID ROTATING**

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**SECTION 3. NON-COLLUSION STATEMENT**

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract

\_\_\_\_\_  None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).



**SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

**SECTION 5. PREVAILING WAGE REQUIREMENTS**

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

**SECTION 6. VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE**

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

**SECTION 7. TAX COMPLIANCE**

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.



**SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

**During the performance of this contract, the contractor agrees:**

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.



- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

#### **SECTION 9. FELONY**

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

#### **SECTION 10. THE AMERICANS WITH DISABILITIES ACT**

As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.



**SECTION 11. FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR Impirium Group, Inc.

Abder Ghouleh

Signature

Abder Ghouleh

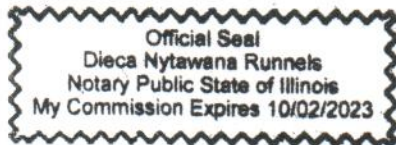
Printed Name

Project Director

Title:

SUBSCRIBED and SWORN to before me this 4<sup>th</sup> day of May, 2023

Dieca Nytawana Runnels



My Commission Expires: 10/02/2023

NOTE: To be completed ONLY by selected VENDOR

**CERTIFICATIONS BY CONTRACTOR****Eligibility to Contract**

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

Impirium Group Inc.  
Name of Contractor (please print)


Abder Ghouleh  
Submitted by (signature)

Project Director  
Title

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

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

Impirium Group Inc.  
Name of Contractor (please print)


  
Submitted by (signature)

Project Director  
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.

Impirium Group Inc.  
Name of Contractor (please print)


  
Submitted by (signature)

Project Director  
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.

Impirium Group Inc.  
Name of Contractor (please print)

  
Submitted by (signature)

Project Director  
Title

**Certificate of Compliance with Illinois Prevailing Wage Act**

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

Impirium Group Inc.  
Name of Contractor (please print)

Abder Ghoulch  
Submitted by (signature)

Project Director  
Title

**Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act**

CONTRACTOR'S CERTIFICATION  
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

Abder Ghoulch, having been first duly sworn deposes and states as follows: (Officer or Owner of Company)

Impirium Group Inc, having submitted a proposal for: 2023-RFP-006  
(Name of Company)

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

~~4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).~~

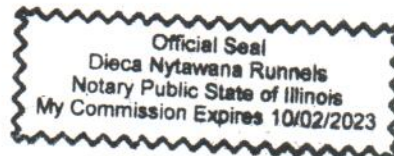
(Cross out either 4A or 4B, depending upon which certification is correct.)

By: Abder Ghoulch  
(Officer or Owner of Company named above)

Subscribed and sworn to before  
me this 4th day of

May, 2023

Dieca Nytawana Runnels  
Notary Public



**IMPIRIUM GROUP, INC.**

BY: Abder Ghoulch

5/4/2023

Date

Printed Name: Abder Ghoulch

Title: Project Director

VILLAGE OF TINLEY PARK

BY: \_\_\_\_\_  
Michael Glotz, Mayor  
*(required if Contract is \$10,000 or more)* \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Village Clerk  
*(required if Contract is \$10,000 or more)* \_\_\_\_\_  
Date

VILLAGE OF TINLEY PARK

BY: \_\_\_\_\_  
Village Manager \_\_\_\_\_  
Date



Attachment “A”

Anchor bolts and templates .....  
6' Sidearm with Collar Mount @ the 90' elevation .....  
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70' elevation .....  
3' Sidearm with Collar Mount @ the 60' elevation .....  
TIA standard grounding kit (each) .....  
8' x 5/8" lightning rod copper clad and stiffener (each) .....  
S.E. Certified Profile Drawings .....  
S.E. Certified Foundation Design .....  
Final Erection Drawings .....

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR-	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR-	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X





# Interoffice Memo

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**Date:** May 5, 2023

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

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** Post 13 (7408 ½ Ridgefield Ln) Improvements Design & Construction Engineering

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

Description: The Village is seeking professional engineering services for Post 13 lift station improvements. Scope of services include, but not limited to, topographic survey, utility coordination, engineering design, preparation of plans and specifications, permitting, assistance with bidding and construction engineering services.

Background: Post 13 sanitary sewer lift station has experienced multiple failures with pumps, electrical components, and back-up generator. The controls and generator are below grade with a fiberglass cover that is also beginning to deteriorate. The improvements will include replacing the electrical panel, control panel, generator, pumps, and the housing. The new control building, pumps, and other components will match the lift stations we have replaced previously to keep all stations uniform throughout the Village. The improvements will also bring all controls and components to ground level and eliminate the potential for falls when climbing in and out of the station when performing work.

Engineering Firm:  
Christopher Burke Eng.

Location:  
Rosemont, IL

Proposal:  
\$80,986

Budget/ Finance: Funding in the amount of \$80,986 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$80,986.

Attachments:

1. Proposal for Post 13 Improvements Design and Construction Engineering Services.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-050**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND CHRISTOPHER BURKE ENGINEERING FOR POST 13 LIFT STATION  
DESIGN AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF \$80,986**

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

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

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**RESOLUTION NO. 2023-R-050****A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR POST 13 LIFT STATION DESIGN AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF \$80,986**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Christopher Burke Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16th day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16th day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**

## **CHRISTOPHER BURKE ENGINEERING AGREEMENT FOR POST 13 LIFT STATION DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-050, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR POST 13 LIFT STATION DESIGN AND CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF \$80,986,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of May, 2023.

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VILLAGE CLERK

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of May, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village)", located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke 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.
- B. 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.
- C. 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:

Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

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 Christopher B. Burke Engineering, Ltd.. have executed this agreement.

**VILLAGE OF TINLEY PARK**

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

By: \_\_\_\_\_  
Village Manager

By:  \_\_\_\_\_  
TITLE: President – Mike Kerr, PE

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

DATE: 03/17/23 \_\_\_\_\_

**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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

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

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title



**EXHIBIT A****Scope of Professional Services**

Scope of services will generally consist of design and construction engineering services related to the improvements at Post 13 Sanitary Sewer Lift Station as further described in the Post 13 Lift Station Improvements Professional Engineering Services Proposal dated May 5, 2023.

**EXHIBIT B**

**Fee Schedule**

**Attached to Professional Engineering Services Proposal**

**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.

- |  |              |
|--|--------------|
| 1. Workers' Compensation:                              | Statutory    |
| 2. Employer's Liability – Each Accident:               | \$ 1,000,000 |
| 3. General Liability –                                 |              |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate:                                  | \$ 2,000,000 |
| 4. Excess or Umbrella Liability --                     |              |
| a. Each Occurrence:                                    | \$ 3,000,000 |
| b. General Aggregate:                                  | \$ 3,000,000 |
| 5. Automobile Liability --Combined Single Limit        |              |
| 6. (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| 7. Professional Liability –                            |              |
| a. Each Claim Made                                     | \$ 2,000,000 |
| b. Annual Aggregate                                    | \$ 2,000,000 |

**EXHIBIT D**

**Insurance Certificates**

# CERTIFICATE OF LIABILITY INSURANCE

Page 136

DATE (MM/DD/YYYY)  
03/17/2023

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

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

<b>PRODUCER</b> Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		<b>CONTACT NAME:</b> Gail Pope <b>PHONE (A/C, No, Ext):</b> (708) 429-3100 <b>FAX (A/C, No):</b> (708) 429-3105 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Phoenix Ins Co	
		<b>INSURER B:</b> The Travelers Ind Co	
		<b>INSURER C:</b> Travelers Prop Cas Ins Co Amer	
		<b>INSURER D:</b> Travelers Casualty & Surety	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

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

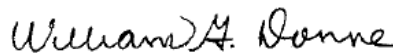
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	UB-7J091851-22-47-G	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 179th Street Water Main Replacement - Professional Engineering Services Proposal Design and Construction Engineering - Additional Insured: Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park 16250 south Oak Park Avenue  Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A: Lexington Insurance Company</td><td>19437</td></tr> <tr> <td colspan="2">INSURER B:</td><td></td></tr> <tr> <td colspan="2">INSURER C:</td><td></td></tr> <tr> <td colspan="2">INSURER D:</td><td></td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Lexington Insurance Company		19437	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Lexington Insurance Company		19437																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W24789549**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			031565474	06/01/2022	06/01/2023	EACH CLAIM \$2,000,000 AGGREGATE \$4,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



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COMMERCIAL GENERAL LIABILITY  
Christopher B. Burke Engineering, Ltd.  
Policy: 6803H482979

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

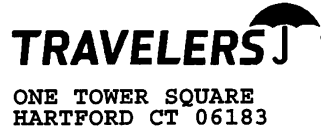
The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-7J091851-18-47-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

**COMMERCIAL AUTO**

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 7, 2023

**Revised May 5, 2023**

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

Attention: Mr. Joe Fitzpatrick  
Water Superintendent

Subject: Proposal for Professional Engineering Services  
Post 13 Lift Station Improvements  
Village of Tinley Park

Dear Mr. Fitzpatrick:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to design and construction engineering for improvements to the Post 13 Lift Station located at 7408 Ridgefield Lane. Below is our Understanding of the Assignment, Schedule, Scope of Services and Estimate of Fee.

### **UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village desires preparation of design drawings and specifications for public bid for the Post 13 Lift Station Improvements. Proposed improvements include:

- Demolition of existing below grade fiberglass control building, including pump control panel, SCADA system, variable frequency drives, power distribution panels, diesel engine standby generator, automatic transfer switch, and ancillary control building accessories
- Proposed prefabricated control building (match Post 4 Lift Station and Post 5 Lift Station, including pump control panel, SCADA system, variable frequency drives with across-the-line bypass motor starters, power distribution panels, diesel engine standby generator, automatic transfer switch, and ancillary control building accessories
- Install cast-in-place control building concrete foundation
- Remove and replace submersible-type wastewater pumps, base elbow, and guide rails (CBBEL shall verify proposed pumps may be removed through existing aluminum access hatch unhindered)
- Remove and replace discharge piping, fittings, and valves as necessary
- Reuse existing wet well
- Proposed pump cable junction box
- Proposed power and control cable and conduit



- Remove and replace level management system
- Relocation of ComEd electric service
- Temporary bypass pumping
- Restoration of landscaping and pavement

The scope of this proposal includes topographic survey, utility coordination, engineering design, preparation of plans, specifications and cost estimate, permitting, assistance with bidding and construction engineering services.

Drawings will be prepared using topographic survey, aerials, Village GIS information and existing design drawings. The specifications will be prepared using Village preferred format and will include scope of work, bid requirements, special provisions, proposal forms and sample contract documents.

This proposal assumes that no easements will be required to construct the project.

This proposal assumes that no public involvement will be required during the design of this project, therefore preparation and participation efforts for public involvement have been excluded.

### **SCHEDULE**

Based on our understanding that the Notice to Proceed will be issued in May 2023, engineering design and permitting will be completed in July 2023 with the intent that the project can be bid in July 2023 for construction completed in Summer 2023.

### **SCOPE OF SERVICES**

#### **DESIGN ENGINEERING**

Task 1 – Data Collection and Review: CBBEL will review existing lift station in the presence of Village staff to determine existing site conditions. CBBEL will review existing submittals, wiring drawings, IEPA Construction and Operating Permit Application, and any additional information provided by the Village to prepare design drawings and specifications for public bid.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of existing project site. The topographic survey will include design level JULIE utility search. The survey will include, but not be limited to the following:

- Conduct the necessary research at the Village of Tinley Park, Will County Recorder's Office, and with private and public utilities.
- Establish and/or verify control monumentation on the project site.
- Field GPS Campaign to establish Illinois State Plane Coordinates based on NAD83 (1997).
- Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks and assigning a vertical datum on the horizontal control points.
- Field Control Survey to locate existing monumentation, right-of-way and boundary evidence.

- Field Topographic Survey to locate and measure buildings, bridges, pavement, curbs, utilities, trees, parking, fences, walks, curb cuts and other pertinent site features as requested.
- Field Survey to determine utility structure rim and invert elevation, pipe sizes and material.
- Office Calculations and plotting of field data with one-foot contour intervals.
- Office Computations of existing right-of-way based on data collected in the field, existing plans and research.
- Drafting of an existing conditions survey suitable for design at a scale of 1"=10'.

CBBEL will coordinate with existing utilities by sending a location map of the project site to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions survey. CBBEL will then send preliminary drawings with potential utility conflicts identified and service needs, and will set up meetings to discuss necessary utility relocations or drawing modifications.

Task 3 – Preparation of Plans, Specifications, and Cost Estimate: CBBEL will prepare lift station improvement design drawings, specifications and cost estimate for public bid as described in the Understanding of the Assignment. The design drawings will include existing conditions and removal plan, site plan, lift station plan, lift station profile, control building plan, control building profile and cable and conduit plan. The detail drawings will include site general details, lift station details, control building details, structural details and electrical details. Detailed specifications, scope of work, and bid forms will be prepared based on Village preferred format. The design drawings and specifications will be submitted to the Village for review and approval.

CBBEL will respond to all design review comments by the Village with a written disposition to comments, revised design drawings and specifications.

Task 4 – IEPA Construction and Operating Permit Application: CBBEL will prepare and submit and IEPA Construction and Operating Permit Application for the improvements at Post 13 Lift Station. CBBEL will respond to all design review comments by IEPA with a written disposition to comments, revised design drawings and specifications. Application fees are not included in this task and shall be paid by the Village.

Task 5 - Assistance with Bidding: CBBEL will assist the Village with the bidding process by advertising the project for bid, attending a pre-bid meeting, responding to bidder's questions, and issuing addenda as required to respond to bidder's questions. CBBEL will attend the bid opening, review and tabulate bids received, and make recommendation to the Village for award of the project.

## **CONSTRUCTION ENGINEERING**

### Task 6 – Construction Engineering Services:

CBBEL will attend a preconstruction meeting with the Village and the awarded Contractor.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction meeting and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Under this task CBBEL will provide a part-time Resident Engineer to perform construction engineering services. The Resident Engineer will perform the following duties:

- Log all Contractor data received and maintain a logbook of shop drawings and submissions to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work, and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors, and major material suppliers in a field diary.
- For days in which the Resident Engineer is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all their obligations.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

**ESTIMATE OF FEE**

TASK NO.	TASK DESCRIPTION	FEE
1	Data Collection and Review	\$5,170
2	Topographic Survey	\$5,856
3	Preparation of Plans, Specifications and Cost Estimate	\$36,480
4	IEPA Construction and Operating Permit Application	\$5,170
5	Assistance with Bidding	\$5,170
6	Construction Engineering Services	\$23,140
Total		\$80,986

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

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

Sincerely,



Michael E. Kerr, PE  
President

DRK/pjb

Encl.: Village of Tinley Park Standard Charges

THIS PROPOSAL AND STANDARD CHARGES ACCEPTED FOR  
VILLAGE OF TINLEY PARK:

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

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

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

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Village of Tinley Park  
Effective 5/1/2023 through 4/30/2024

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

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit





# Interoffice Memo

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**Date:** May 8, 2023

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

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** 179<sup>th</sup> Street Water Main Replacement – Design & Construction Engineering

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

Description: The Village is seeking design and construction engineering services for water main replacement on 179<sup>th</sup> Street from Oak Park Avenue to 66<sup>th</sup> Court. Scope of services include, but not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Background: Public Works has determined, using the water system model, water main break history, and institutional knowledge, the water main on 179<sup>th</sup> Street needs to be replaced. There will be approximately 1,200 linear feet of water main replaced on 179<sup>th</sup> Street between Oak Park Avenue and 66<sup>th</sup> Court.

Engineering Firm:  
Christopher Burke Eng.

Location:  
Rosemont, IL

Proposal:  
\$99,802

Budget/ Finance: Funding in the amount of \$99,802 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$99,802.

Attachments:

1. Proposal for 179<sup>th</sup> Street Water Main Replacement Design and Construction Engineering Services.

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2023-R-049**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE  
VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING  
FOR 179<sup>TH</sup> STREET WATER MAIN REPLACEMENT DESIGN AND  
CONSTRUCTION SERVICES IN THE AMOUNT OF \$99,802**

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

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

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**RESOLUTION NO. 2023-R-049****A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR 179<sup>TH</sup> STREET WATER MAIN REPLACEMENT DESIGN AND CONSTRUCTION SERVICES IN THE AMOUNT OF \$99,802**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Christopher Burke Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16th day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16th day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

---

Village Clerk

## **EXHIBIT 1**

**AGREEMENT BETWEEN WITH CHRISTOPHER BURKE ENGINEERING FOR 179<sup>TH</sup> STREET  
WATER MAIN REPLACEMENT DESIGN AND CONSTRUCTION SERVICES**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-049, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR 179<sup>TH</sup> STREET WATER MAIN REPLACEMENT DESIGN AND CONSTRUCTION SERVICES IN THE AMOUNT OF \$99,802,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of May, 2023.

---

VILLAGE CLERK



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of May, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village)", located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke 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.
- B. 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.
- C. 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:

Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

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 Christopher B. Burke Engineering, Ltd.. have executed this agreement.

**VILLAGE OF TINLEY PARK**

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

By: \_\_\_\_\_  
Village Manager

By:  \_\_\_\_\_  
TITLE: President – Mike Kerr, PE

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

DATE: 03/17/23 \_\_\_\_\_

**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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title



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

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

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.

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

**EXHIBIT A****Scope of Professional Services**

Scope of services will generally consist of design and construction engineering services related to the construction of a new 8-inch water main on 179th Street between Oak Park Avenue and 66th Court as furthered described in the 179<sup>th</sup> Street Water Main Replacement Professional Engineering Services Proposal dated March 17, 2023.

**EXHIBIT B**

**Fee Schedule**

**Attached to Professional Engineering Services Proposal**

**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.

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

**EXHIBIT D**

**Insurance Certificates**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2023

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

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

<b>PRODUCER</b> Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		<b>CONTACT NAME:</b> Gail Pope <b>PHONE (A/C, No, Ext):</b> (708) 429-3100 <b>FAX (A/C, No):</b> (708) 429-3105 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Phoenix Ins Co	
		<b>INSURER B:</b> The Travelers Ind Co	
		<b>INSURER C:</b> Travelers Prop Cas Ins Co Amer	
		<b>INSURER D:</b> Travelers Casualty & Surety	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

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

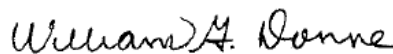
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	UB-7J091851-22-47-G	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 179th Street Water Main Replacement - Professional Engineering Services Proposal Design and Construction Engineering - Additional Insured: Village of Tinley Park - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park 16250 south Oak Park Avenue  Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A: Lexington Insurance Company</td><td>19437</td></tr> <tr> <td colspan="2">INSURER B:</td><td></td></tr> <tr> <td colspan="2">INSURER C:</td><td></td></tr> <tr> <td colspan="2">INSURER D:</td><td></td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Lexington Insurance Company		19437	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Lexington Insurance Company		19437																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W24789549**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			031565474	06/01/2022	06/01/2023	EACH CLAIM \$2,000,000 AGGREGATE \$4,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



© 1988-2016 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY  
Christopher B. Burke Engineering, Ltd.  
Policy: 6803H482979

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

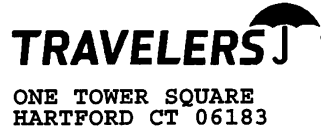
The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-7J091851-18-47-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

**COMMERCIAL AUTO**

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

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

March 17, 2023

**Revised May 5, 2023**

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

Attention: Joe Fitzpatrick – Water & Sewer Superintendent

Subject: Professional Engineering Services Proposal  
Design and Construction Engineering  
**179<sup>th</sup> Street Water Main Replacement**  
Tinley Park, Illinois

Dear Mr. Fitzpatrick:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design and construction engineering services related to 179<sup>th</sup> Street Water Main Replacement in the Village of Tinley Park (Village). Included in this proposal is our Understanding of the Assignment, Schedule, Scope of Work and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the scope of this proposal will include design and construction engineering services related to the construction of a new 8-inch water main on 179<sup>th</sup> Street between Oak Park Avenue and 66<sup>th</sup> Court. The total project length is estimated to be approximately 1,200 feet. We understand that this project will be entirely locally funded.

The new water main will replace the existing water main that has reached the end of its useful life. The project will also include new valve vaults, fire hydrants, water service connections and restoration. It is understood that the Village desires for the proposed water main to be located in the south parkway of 179<sup>th</sup> Street.

For the purposes of this proposal, CBBEL assumes that new water service boxes will be provided for all existing services, and new water services will be installed from the new water main to the new water service boxes near the existing roadway right-of-way. If encountered, existing lead services will be replaced on private property to the interior water meter or 18-inches inside the structure, whichever is less.

This proposal assumes that no easements will be required to construct the project.

The design effort to be completed under this agreement will utilize the topographic survey prepared by SPACECO, Inc. (as sub-consultant to CBBEL) completed under a separate contract.

The scope of this proposal includes geotechnical investigation and LPC 663 analysis, utility coordination, final engineering design, preparation of construction plans and specifications, preparation of an Engineer's Opinion of Probable Cost, permitting, bidding assistance, preconstruction activities, construction observation and project closeout.

### **SCHEDULE**

Based on our understanding that Notice to Proceed will be issued in March 2023, engineering design and permitting will be completed in July 2023 with the intent that the project can be bid in July 2023 for construction in Fall 2023.

### **SCOPE OF WORK**

#### **DESIGN ENGINEERING**

Task 1 – Utility Coordination: CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities/obstructions/systems may not be shown.

Based on existing utility information obtained and drafted into the existing conditions base map, CBBEL will provide preliminary and final plans to the utility companies to verify their locations and confirm any potential conflicts. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

Task 2 – Geotechnical Investigation and LPC-663 Analysis: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain two (2) soil borings to determine the existing cross-section of the pavements and subsurface soil conditions within the project area. Borings will be drilled to a depth of approximately ten (10) feet. Seeco will prepare a report describing existing soil conditions and make recommendations for remediation. The report will be prepared by a soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. Seeco will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). Seeco will perform the requisite pH test and additional required testing to provide signed LPC-663 form to the Village for use during construction.

Task 3 – Pre-Final Plans, Specifications and Estimate (75%): CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and any review agencies for review.

The following sheets and associated staff hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	2	2
General Notes/Summary of Quantities	1	4	4
Alignment, Ties and Benchmark Sheets (1"=50')	1	4	4
Typical Sections	1	6	6
Existing Conditions and Removals Plan (1"=20')	1	10	10
Utility Plan and Profile (1"=20')	2	20	40
Construction Details	3	4	12
Specifications	--	--	24
Cost Estimate/Quantities	--	--	30
TOTAL	10		132

Task 4 – IEPA Water Main Construction Permitting: CBBEL will prepare and submit an IEPA construction permit application for all water main improvements associated with the project. CBBEL will make revisions to plans and specifications based on comments received by IEPA. Permit application fees are not included in this task and shall be paid by the Village outside of this agreement.

Task 5 – Final Plans, Specifications and Estimate (100%): CBBEL will make revisions to the pre-final submittal based on Village and any review agency final review comments. The requested number of copies of plans and specifications will be submitted the Village and any review agencies for their files. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format (CAD and PDF).

Task 6 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), electronically distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.



Task 7 – Project Coordination and Meetings: CBBEL will coordinate with the Village and project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that two (2) project coordination meetings will be held with Village Staff. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

This proposal assumes that no public involvement will be required during the final design of this project, so preparation for or participation in public involvement efforts undertaken by the Village has been excluded from this task.

## **CONSTRUCTION ENGINEERING**

Task 1 – Pre-Construction Services: CBBEL staff will attend a pre-construction conference with the Contractor, Village, and other parties. CBBEL will prepare and circulate the meeting minutes. At the pre-construction conference, CBBEL will obtain from the Contractor a list of proposed suppliers and Subcontractors and will make recommendations to the Village regarding the suitability of the Subcontractors for the proposed work. CBBEL will review the construction schedule submitted by the Contractor for compliance with the contract. A job box will be set up to retain any necessary documents that will be required during construction. CBBEL will also assist the Village and Contractor to coordinate with utilities that need to be relocated to facilitate construction of the project.

Task 2 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the project duration. This task assumes an effort of 45 hours per week for 6 weeks based on the planned scope of the project, with all work completed in Fall 2023. Construction observation for this work will include:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Check the Contractor's layout and verify the profile and alignment of the water main improvements.
- Be present whenever the Contractor is performing work on the project.
- Assist contractors in dealing with any outside agencies.
- Coordinate with the Water Department and the Contractor all testing of the water main.
- Coordinate the Quality Control (QC) and Quality Assurance (QA) requirements between the Contractor and Village's testing company.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. Provide weekly updates to the Village regarding progress and upcoming work.

- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

Task 3 – Project Meetings: The Resident Engineer will attend all construction conferences. CBBEL will arrange a schedule of progress meetings and other job conferences as required. CBBEL will prepare, circulate, and maintain copies of meeting minutes.

Task 4 – Project Closeout: CBBEL Construction Staff will coordinate and conduct the final inspection with the Village and prepare a final punchlist. CBBEL will verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance. CBBEL will review the Contractor's "as-built" record drawings for accuracy, content, and acceptance.

Quality Control (QC) materials testing will be the responsibility of the Contractor. Quality Assurance (QA) materials testing, if required, is to be provided by a subconsultant with whom the Village contracts with separately.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

**ESTIMATE OF FEE**

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
<b>Design Engineering</b>	
Task 1 – Utility Coordination	\$ 3,460
Task 2 – Geotechnical Investigation and LPC-662/663 Analysis	\$ 4,650
Task 3 – Pre-Final PS&E (75%)	\$ 11,276
Task 4 – IEPA Water Main Construction Permitting	\$ 1,092
Task 5 – Final Plans, Specifications and Estimate (100%)	\$ 6,192
Task 6 – Bidding Assistance	\$ 4,744
Task 7 – Project Coordination and Meetings	\$ 3,480
Direct Costs	\$ 250
Subtotal (Design Engineering)	\$ 35,144
<b>Construction Engineering</b>	
Task 1 – Pre-Construction Services	\$ 5,984
Task 2 – Construction Observation	\$ 50,490
Task 3 – Project Meetings	\$ 1,496
Task 4 – Project Closeout	\$ 4,488
Direct Costs	\$ 2,200
Subtotal (Construction Engineering)	\$ 64,658

**TOTAL NOT-TO-EXCEED FEE: \$ 99,802**

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

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Tinley Park Schedule of Charges

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

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

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

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

Village of Tinley Park  
Effective 5/1/2023 through 4/30/2024

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

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

**Interoffice****Memo**

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**Date:** May 9, 2023

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

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

**Subject:** 175<sup>th</sup> Street Design and Construction Services – Robinson Engineering, Ltd.

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

Description: Robinson Engineering, Ltd. has provided the Village a recent proposal and signed Professional Services Agreement for Design and Construction Engineering in coordination with Cook County's 175<sup>th</sup> Street Reconstruction project. Robinson Engineering (REL) previously provided the Village a proposal for Design Engineering Services and over the past years, the letting has been delayed due to the need for acquiring funding, design preparation, land acquisition, intergovernmental agreements, etc. Cook County has now notified the Village that bidding for the project will be scheduled this summer.

The requested approval is for the required Design Engineering to update previous plans for the Oak Ridge Subdivision improvements on Ridgeland and Oak Forest Avenue which entails subdivision watermain connections to the proposed new watermain; as well as grade modifications for the entrances along Ridgeland Avenue and Oak Forest Avenue.

The Construction Engineering services entail attendance at monthly status meetings with the County, coordination with the Village, submittal reviews and on-site observation during construction for the infrastructure tied to Village Funding during FY24.

The combination of these services for FY24 are anticipated to not exceed \$88,250 and will require a follow-up extension of the agreement in FY25, once the project is underway.

Staff Direction Request:

1. Approve the Professional Services Agreement for Design and Construction Engineering Services for 175<sup>th</sup> Street Project by Robinson Engineering, Ltd. In the amount not to exceed \$88,250.
2. Direct Staff as necessary.

Attachments:

1. Robinson Engineering, Ltd Professional Service Agreement.



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-051**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND ROBINSON ENGINEERING, LTD. FOR THE 175TH STREET DESIGN AND  
CONSTRUCTION SERVICES IN AN AMOUNT NOT EXCEED \$63,250**

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

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

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**RESOLUTION NO. 2023-R-051****A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE 175TH STREET DESIGN AND CONSTRUCTION SERVICES IN AN AMOUNT NOT EXCEED \$63,250**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Robinson Engineering, Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16th day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16th day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**

## **AGREEMENT WITH ROBINSON ENGINEERING, LTD. FOR THE 175TH STREET DESIGN AND CONSTRUCTION SERVICES**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-051, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE 175TH STREET DESIGN AND CONSTRUCTION SERVICES IN AN AMOUNT NOT EXCEED \$63,250,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of May, 2023.

VILLAGE CLERK

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this            day of           , 2023 ("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 (hereafter the "Service"). 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. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. 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.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

## 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.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers,

members, directors, partners, agents, employees, or Subconsultants (hereafter “Village’s Claims”), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant’s insurers in settlement or satisfaction of Village’s Claims under the terms and conditions of Consultant’s insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village’s Claims, then the total liability, in the aggregate of Consultant and Consultant’s officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village’s claims shall not be limited.

#### V. WARRANTY

Consultant represents 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 accordance with the Standard of Care presented in Section 1.A, and 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.

17000 South Park Avenue

South Holland, IL 60473

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.

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

**VILLAGE OF TINLEY PARK**By: \_\_\_\_\_  
Village President

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

**ROBINSON ENGINEERING LTD.**By: Yay LaborIts: Director of OperationsDATE: 5/10/23**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.

Van Calombaris

Name of Consultant (please print)

Yay Labor

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)

Yay Labor

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

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.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

**EXHIBIT A**

**Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering & Surveying Services for 175th Street/Ridgeland Ave/Oak Forest Improvements – Re-Design and Construction Engineering Services dated 5/10/23.**

**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. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• 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 Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
5/26/2022

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467		<b>CONTACT NAME:</b> Certificates Team <b>PHONE (A/C, No, Ext):</b> 708-845-3917 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : Evanston Insurance Company	35378
		INSURER B : Hanover Insurance Company	22292
		INSURER C : Harleysville Preferred Insurance Company	35696
		INSURER D : Harleysville Worcester Insurance Company	26182
		INSURER E :	
		INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 1181002516

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA00000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0000004886BU	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C	Professional/Pollution Liability Cyber Liability Drone Liability			MKLV7PL0005084 LHC-H475039-01 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit 2,000,000 Limit 1,000,000 Limit 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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5/10/23

Project 16-R0402.04

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 & Surveying Services**  
175th Street/Ridgeland Ave/Oak Forest Improvements – Re-Design and Construction Engineering Services

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering and surveying services associated with the improvements to 175<sup>th</sup> St., Ridgeland Ave., and Oak Forest Ave. located 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**

The Village has entered into an Intergovernmental Agreement with Cook County to take jurisdiction of 175<sup>th</sup> St. from Oak Park Ave. to Ridgeland Ave. and of Ridgeland Ave. from 175<sup>th</sup> St. to Oak Forest Ave. upon completion of roadway and utility improvements in this area. While the County is paying for all of the roadway reconstruction costs, the Village is responsible for paying for certain necessary infrastructure improvements that are not necessarily tied to the actual reconstruction of the roadways.

These improvements include new street lighting, new water main, rehabilitated sanitary sewer and force main, and improvements to Freedom Pond. The approximate construction cost for these Village improvements is \$5,500,000. Although the County will provide Construction Engineering services as part of the overall project, the Village would like to ensure that these improvements have the proper oversight and thus, would like to have REL provide periodic construction observation of said improvements.

Furthermore, since the time that our firm completed its plans for the Ridgeland Ave. improvements, the Village approved plans for the Oak Ridge Subdivision. Because the improvements to the Oak Ridge Subdivision are being constructed before the Ridgeland Ave. improvements are even initiated, the Oak Ridge plans call for an "interim" condition with their entrance on to Oak Forest Ave. and their northern-most entrance on to Ridgeland Ave. These interim conditions show the proposed entrances meeting the existing Ridgeland pavement. To coordinate the grading with the future County plans, our office will need to revise our already approved plans. We will also need to revise our plans to indicate proposed connections from the existing watermain along Ridgeland to the new main.

## **2. SCOPE OF SERVICES**

### **A. Design Engineering**

For the project REL will perform design engineering services consisting of the following:

- Re-design the County improvement plans for 175<sup>th</sup> St./Ridgeland Ave./Oak Forest Ave. to account for the Oak Ridge Subdivision entrances onto Ridgeland Ave. and Oak Forest Ave.
- Re-design the County improvement plans for 175<sup>th</sup> St./Ridgeland Ave./Oak Forest Ave. to account for the proposed connections from the existing watermain along Ridgeland Ave. to the newly proposed main.

### **B. Construction Engineering**

For the project REL will perform construction engineering services consisting of the following:

- Attendance at monthly project status meetings with County.
- Coordination with the Village.
- Submittal review as necessary and only as directed by the Village.
- Responses to contractor inquiries as necessary and only as directed by the Village.
- Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

## **3. PAYMENT TERMS**

REL proposes to perform the services described above in A. of the Scope of Services for the lump sum amount of \$13,250. REL proposes to perform the services as described above in B. on an hourly basis with a not to exceed figure of \$75,000 for the Village's current fiscal year (through April 30, 2024). A subsequent agreement will be necessary for the continuous of Construction Engineering services for the duration of the project for the Village's next fiscal year.

## **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](mailto: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: \_\_\_\_\_

**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.

**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.

**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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because 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 will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of



Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**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.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates 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 this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**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.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Classification	Rate
Principal Engineer 1	\$213.00
Senior Project Manager 1 / 2	\$193.00 / \$202.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$178.00 / \$190.00
Project Engineer 1 / 2 / 3 / 4	\$133.00 / \$142.00 / \$152.00 / \$163.00
Project Manager 1 / 2 / 3	\$142.00 / \$153.00 / \$163.00
Senior Project Scientist	\$160.00
Engineering Technician	\$135.00
Chief Land Surveyor	\$172.00
Land Surveyor 1 / 2 / 3	\$128.00 / \$146.00 / \$158.00
Surveying Technologist 1 / 2	\$113.00 / \$128.00
Senior Planner	\$162.00
Planner	\$135.00
Grant Writer 1 / 2	\$95.00 / \$115.00
Project Developer 1 / 2 / 3	\$113.00 / \$152.00 / \$177.00
GIS Coordinator	\$168.00
GIS Developer	\$139.00
GIS Technologist	\$111.00
CAD Manager	\$160.00
CAD Designer	\$140.00
CAD Technologist 1 / 2	\$105.00 / \$121.00
Resident Engineer 1 / 2 / 3	\$133.00 / \$152.00 / \$165.00
Resident Engineering Rep 1 / 2 / 3	\$137.00 / \$142.00 / \$148.00
Field Superintendent	\$180.00
Assistant Field Superintendent	\$170.00
Field Crew Chief	\$133.00
Field Crew Member 1 / 2	\$83.00 / \$101.00
Operations Manager	\$150.00
Operations Coordinator	\$108.00
Operator 1 / 2 / 3	\$92.00 / \$98.00 / \$104.00
IT Coordinator	\$152.00
IT Technologist	\$113.00
Administrative 1 / 2	\$83.00 / \$95.00
Project Administration	\$110.00
Intern	\$55.00

- Rates are subject to revision on or after 1/1/2024.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

## RAFFLE LICENSE APPLICATION



Date: May 3, 2023

1. Organization name: South Suburban Special Recreation Association
2. Organization address: 19910 80th Avenue Tinley Park Illinois 60487
3. Mailing address if different from above:  
\_\_\_\_\_
4. Check type of not-for-profit organization (*must be in existence for a period of five years and attached documentary evidence*):  

<input type="checkbox"/> Religious	<input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Labor	<input type="checkbox"/> Fraternal
<input type="checkbox"/> Educational	<input type="checkbox"/> Veterans	<input type="checkbox"/> Business	
5. How long has the organization been in existence: 50 Years
6. Place and date of incorporation: Chicago Heights Park District, May 27, 1973
7. Number of members in good standing: 10 Member Park Districts
8. President/chairperson: Cindy Grannan, President, Oak Forest Park District  
Address: 15601 Central Avenue, Oak Forest IL 60452  
Phone: 708.687.7270 Email: cgrannan@oakforestparks.org
9. Raffle manager: Lisa Drzewiecki  
Address: 19910 80th Avenue, Tinley Park Illinois 60487  
Phone: 815.806.0384 Email: lisa@sssra.org
10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):  
Name: Lisa Drzewiecki  
Address: 19910 80th Avenue Tinley Park IL 60487 Phone: 815.806.0384 x 20  
Name: Heather Specht  
Address: 19910 80th Avenue Tinley Park IL 60487 Phone: 815.806.0384 x 21
11. License delivery option (check all that apply):  

<input type="checkbox"/> By regular U.S. mail to the organization mailing address
<input checked="" type="checkbox"/> By electronic mail, please provide email address: lisa@sssra.org
12. Date(s) for raffle ticket sales (include days of the week): June 1, 2023 - August 19, 2023

13. Location of ticket sales: SSSRA Administrative Office 19910 80th Avenue Tinley Park IL 60487

14. Name and address of location for determining winners:  
Bicentennial Park 3401 203rd Street, Olympia Fields (SSSRA 50th Anniversary Family Picnic)

15. Date(s) for determining winners (include days of the week):  
Saturday, August 19, 2023

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 6,250.00

17. Maximum retail value of each prize: \$ 1,000.00

18. Maximum price charged of each ticket (chance) sold: \$ 25.00

19. Is this a queen of hearts raffle? ☒ No ☐ Yes

20. § 132.38 Fidelity Bond Required

*All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.*

☒ Fidelity bond

☐ Waiver of bond statement by organization

*"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."*

Name of Organization: South Suburban Special Recreation Association

Executive Director: Lisa Drzewiecki

#### TO BE COMPLETED BY VILLAGE STAFF

Date Received: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Expires: \_\_\_\_\_

Date Denied: \_\_\_\_\_

Approval: \_\_\_\_\_

Village Clerk

**APPROVED APPLICATION SERVES AS LICENSE**



## FIDELITY BOND

### Know All Men By These Presents:

That we, South Suburban Special Recreation Association, of the Village of Tinley Park, State of Illinois, as Principal, and the PARK DISTRICT RISK MANAGEMENT AGENCY, an entity duly organized under the statutes of the State of Illinois, as surety, are held and firmly bound unto the Village of Tinley Park, Obligee, in the penal sum of Six Thousand, Two Hundred and Fifty and No/100 DOLLARS (\$6,250.00) lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

**THE CONDITION OF THE ABOVE OBLIGATES** the guarantor to pay a third party upon default by the applicant in the performance of any duty the applicant owes to any third party related to the raffle to be held on August 19, 2023.

**NOW THEREFORE**, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until August 19, 2024 unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing; by certified mail, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at the Political Subdivision named herein, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 3rd day of May, 2023

Principal

PARK DISTRICT RISK MANAGEMENT AGENCY

BY

Brett

Davis,

CEO

**POWER OF ATTORNEY**

Know All Men By These Presents, that the PARK DISTRICT RISK MANAGEMENT AGENCY, an entity duly organized under the laws of the State of Illinois, and having its principal office in the City of Lisle, County of DuPage, State of Illinois, hath made, constituted and appointed and does by those presents make, constitute and appoint

*Brett Davis*

of Village of Lisle and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby confided in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety:

Any or all bonds or undertakings provided that no bond or undertaking executed under this authority shall exceed in amount the sum of Six Thousand, Two Hundred and Fifty Dollars (\$6,250.00)

and to bind the PARK DISTRICT RISK MANAGEMENT AGENCY thereby as fully end to the same extent as if such bond or undertaking was signed by the duly authorized officers of the PARK DISTRICT RISK MANAGEMENT AGENCY, and all the acts of said Attorney, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the PARK DISTRICT RISK MANAGEMENT AGENCY.

ARTICLE VII. (a) 1. - The Chief Executive Officer may sign, with such other person authorized by the Board of Directors, any instruments which the Board of Directors have authorized to be executed and, in general perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Directors from time to time.

In Witness Whereof, the PARK DISTRICT RISK MANAGEMENT AGENCY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed, this 3<sup>rd</sup> day of May, 2023.

**PARK DISTRICT RISK MANAGEMENT AGENCY**

By: *Brett Davis*

**STATE OF ILLINOIS  
COUNTY OF DUPAGE**

On this 3<sup>rd</sup> day of May, 2023 before me appeared Brett Davis, to me personally known, who being by me duly sworn did say that he is the Chief Executive Officer of the PARK DISTRICT RISK MANAGEMENT AGENCY, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the Said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Lisle, Illinois the day and year first above written.

Notary *Hannah C. Sullivan*



**STATE OF ILLINOIS  
COUNTY OF DU PAGE**

I, Brett Davis, Chief Executive Officer of the PARK DISTRICT RISK MANAGEMENT AGENCY, do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY, executed by said PARK DISTRICT RISK MANAGEMENT AGENCY, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Corporation, on this 3<sup>rd</sup> day of May, 2023.

This power of attorney expires 19th of August, 2024.



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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
201961	5/5/2023	014739 3M	9422508606	VTP-019888	SIGN MATERIAL 01-26-023-73830	563.85
<b>Total :</b>						<b>563.85</b>
201962	5/5/2023	014472 AERO RUBBER COMPANY, INC.	04272023		AERO RUBBER STORAGE ANNUAL 01-35-000-72790	12,070.00
			050223		STORAGE SPACE RENTAL - 12/1/22	
					60-00-000-75118	869.40
					63-00-000-75118	869.40
					64-00-000-75118	745.20
<b>Total :</b>						<b>14,554.00</b>
201963	5/5/2023	002734 AIR ONE EQUIPMENT, INC	192936		BLACK DIAMONG 31" HIP BOOTS, S	
					60-00-000-73845	129.15
					63-00-000-73845	14.35
					64-00-000-73845	61.50
					60-00-000-73845	12.60
					63-00-000-73845	1.40
					64-00-000-73845	6.00
			192937		BLACK DIAMOND 31" HIP BOOTS S	
					60-00-000-73845	129.15
					63-00-000-73845	14.35
					64-00-000-73845	61.50
					60-00-000-73845	12.60
					63-00-000-73845	1.40
					64-00-000-73845	6.00
			192938		BLACK DIAMOND 31" HIP BOOTS S	
					60-00-000-73845	129.15
					63-00-000-73845	14.35
					64-00-000-73845	61.50
					63-00-000-73845	1.40
					64-00-000-73845	6.00
					60-00-000-73845	12.60
			192939		BLACK DIAMOND 31" HIP BOOTS S	
					60-00-000-73845	258.30
					63-00-000-73845	28.70

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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
201963	5/5/2023	002734 AIR ONE EQUIPMENT, INC	(Continued)			
					64-00-000-73845	123.00
					60-00-000-73845	15.12
					63-00-000-73845	1.68
					64-00-000-73845	7.20
			192940		BOOTS	
				VTP-019739	60-00-000-73845	1,162.35
				VTP-019739	63-00-000-73845	129.15
				VTP-019739	64-00-000-73845	553.50
					60-00-000-73845	28.35
					63-00-000-73845	3.15
					64-00-000-73845	13.50
					<b>Total :</b>	<b>2,999.00</b>
201964	5/5/2023	002856 AIRY'S, INC	27590		EMERGENCY SEWER REPAIR - 740	
					60-00-000-72745	945.38
					63-00-000-72745	945.38
					64-00-000-72745	810.33
					60-00-000-72745	3,982.38
					63-00-000-72745	3,982.38
					64-00-000-72745	3,413.46
					<b>Total :</b>	<b>14,079.31</b>
201965	5/5/2023	002411 ALEXANDER CHEMICAL CORP	66805		CHLORINE	
					60-00-000-73550	1,401.92
					63-00-000-73550	1,401.92
					64-00-000-73550	1,201.64
					<b>Total :</b>	<b>4,005.48</b>
201966	5/5/2023	020316 AMALGAMATED BANK OF CHICAGO	7757		OBLIGATION BOND,SERIES 2021A	
					60-00-000-96140	94,414.85
					64-00-000-96140	38,927.87
					63-00-000-96140	13,107.28
			7758		OBLIGATION REFUDNING BOND SI	
					41-00-000-96140	19,950.00
					33-00-000-96140	21,373.43
					64-00-000-96140	7,124.64

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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
201966	5/5/2023	020316 AMALGAMATED BANK OF CHICAGO	(Continued)		65-00-000-96140 27-00-000-96140	891.27 535.66
					<b>Total :</b>	<b>196,325.00</b>
201967	5/5/2023	002668 AMERICAN FAMILY LIFE ASSUR. CO	093441		FY23 - AFLAC BENEFIT BILLING - V 01-14-000-72435	140.30
					<b>Total :</b>	<b>140.30</b>
201968	5/5/2023	002655 AMERICAN HERITAGE LIFE	MG076	VTP-019621	FY2023 ALLSTATE BENEFIT BILLING 01-14-000-72430	2,069.91
					<b>Total :</b>	<b>2,069.91</b>
201969	5/5/2023	002682 AMERICAN LEGAL PUBLICATION	25110		APRIL 2023 S-37 EDITING 01-13-000-72791	840.00
					<b>Total :</b>	<b>840.00</b>
201970	5/5/2023	016616 AMERICAN MEDICAL RESPONSE	10953		EMS SERVICE AGREEMENT 4/1-4/3 01-21-000-72856	44,504.58
					<b>Total :</b>	<b>44,504.58</b>
201971	5/5/2023	002628 AMERICAN WATER	050223		2/1/23 - 4/30/23 SEWER TREATMEN 64-00-000-73225	132,221.31
					<b>Total :</b>	<b>132,221.31</b>
201972	5/5/2023	021004 AWAEELA, MADHAD	Ref001435335		UB Refund Cst #00497654 60-00-000-20599	18.46
					<b>Total :</b>	<b>18.46</b>
201973	5/5/2023	016477 BARAJAS, JOHN	042523 042623		REIM: SW WHEEL ZINC ADJ DROP 01-21-000-72530 REIM: DUAL TRAILER SWIRL JACK 01-21-000-72530	29.69 303.57
					<b>Total :</b>	<b>333.26</b>
201974	5/5/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230030		SEMI TRUCK TIME FOR HAULING S 60-00-000-73681 63-00-000-73681	468.56 52.06

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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
201974	5/5/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
					64-00-000-73681	223.13
					01-26-023-72890	318.75
		230031			SEMI TRUCK FOR HAULING SWEE	
					01-26-023-72890	150.00
					60-00-000-73681	220.50
					63-00-000-73681	24.50
					64-00-000-73681	105.00
		230032			SEMI TRUCK TIME FOR HAULING S	
					01-26-023-73860	75.00
					60-00-000-73860	94.50
					63-00-000-73860	10.50
					64-00-000-73860	45.00
					70-00-000-73860	25.00
					<b>Total :</b>	<b>1,812.50</b>
201975	5/5/2023	020603 BILL FIGEL PUBLIC RELATION LLC	011		PR ACTIVITIES APRIL '23	
					01-14-000-72790	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
201976	5/5/2023	002923 BLACK DIRT INC.	4678		ADDITIONAL DIRT FOR LAWN RES	
			4700	VTP-019313	01-26-023-73680	95.00
				VTP-019313	ADDITIONAL DIRT FOR LAWN RES	
					01-26-023-73680	200.00
					<b>Total :</b>	<b>295.00</b>
201977	5/5/2023	012966 BOLING, THOMAS	04-23		MONTHLY RETAINER APRIL '23	
					01-16-000-72650	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
201978	5/5/2023	021000 BRIXMOR/IA TP PLAZA LLC	050223		TIF REIMBURSEMENT - YEAR 1	
					28-00-000-75001	513,466.00
					<b>Total :</b>	<b>513,466.00</b>
201979	5/5/2023	003050 BRUNO'S TUCKPOINTING, INC.	22-1366		BRICK WORK AT THE OPA TRAIN S	
				VTP-019595	30-00-000-75909	1,945.00
					<b>Total :</b>	<b>1,945.00</b>

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201980	5/5/2023	017224 CCS CHICAGO CONTRACTORS SUPPLY	503772		SPEED CRETE	
				VTP-019907	01-26-023-73790	1,303.20
			503773		SPEED CRETE	
				VTP-019908	01-26-023-73790	1,303.20
<b>Total :</b>						<b>2,606.40</b>
201981	5/5/2023	003243 CDW GOVERNMENT INC	HT27943		PROLINE 1.5M LC/LC M/M OS1	
					01-16-000-74128	61.04
			HX22691		5 DESKTOPS LVO M60E 15-1035G1	
					01-16-000-74128	2,505.80
			JC09074		BLACK BOX FIBER 2M SM 9 MICRC	
					01-16-000-74128	13.17
<b>Total :</b>						<b>2,580.01</b>
201982	5/5/2023	015199 CHICAGO PARTS & SOUND LLC	3-005211		PURGE VALVE - POLICE #6B	
					01-17-205-72540	30.92
			3-0055107		ACTUATOR MO - POLICE UNIT #26.	
					01-17-205-72540	36.00
			3-0055142		CERAMIC BRAKE, DISC BRAKE RO	
					01-17-205-72540	202.49
			3-0055222		NOLOCN - POLICE STOCK SUV	
					01-17-205-72540	53.16
			3-0055243		PAD - POLICE STOCK	
					01-17-205-72540	132.84
			3-0055249		CERAMIC BRAKE, DISC BRAKE RO	
					60-00-000-72540	86.88
					63-00-000-72540	28.96
					64-00-000-72540	49.65
<b>Total :</b>						<b>620.90</b>
201983	5/5/2023	018325 CHICAGO TRIBUNE COMPANY LLC	070376305000		CLASSIFIED LISTINGS MARCH '23	
					01-14-000-72330	31.50
					01-26-023-72330	498.02
					18-00-000-72330	313.09
<b>Total :</b>						<b>842.61</b>
201984	5/5/2023	018198 CHICAGOLAND INVESTIGATIVE SERV	5824		PRE-EMPLOYMENT INVESTIGATIO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201984	5/5/2023	018198 CHICAGOLAND INVESTIGATIVE SERV	(Continued)		01-14-000-72446	1,595.70
					<b>Total :</b>	<b>1,595.70</b>
201985	5/5/2023	013820 CINTAS CORPORATION	4153136545		3X5 MAT, 4X6 MAT, VILLAGE OF TII 01-26-025-72790	260.06
					<b>Total :</b>	<b>260.06</b>
201986	5/5/2023	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173 01-19-000-72517	214.65
					<b>Total :</b>	<b>214.65</b>
201987	5/5/2023	013878 COMED - COMMONWEALTH EDISON	0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	10.67
			2761036017		ACCT#2761036017 8317 AMBERLY 01-26-024-72510	66.84
			6483053261		ACCT#6483053261 17495 S LAGRA 01-26-023-72510	23.45
			6771163043		ACCT#6771163043 87TH AVE 3PS 1 01-26-024-72510	2,745.15
			7063131025		ACCT#7063131025 7813 174TH ST : 64-00-000-72510	214.52
					<b>Total :</b>	<b>3,060.63</b>
201988	5/5/2023	021003 COMFORT KEEPERS	Ref001435334		UB Refund Cst #00495182 60-00-000-20599	60.94
					<b>Total :</b>	<b>60.94</b>
201989	5/5/2023	020311 COMPUTERSHARE	VILLA01062023		TINL613GO PRINCIPAL & INTERES 27-00-000-96140	367.85
					33-00-000-96140	14,677.49
					41-00-000-96140	13,700.00
					64-00-000-96140	4,892.61
					65-00-000-96140	612.05
					<b>Total :</b>	<b>34,250.00</b>
201990	5/5/2023	018311 CONNECTION	73967656		HP 26X CF226X XL BLACK ORIGI	



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201990	5/5/2023	018311 CONNECTION	(Continued)		01-16-000-74128	210.48
			73982906		LAPTOPS (2) 16GB, 512GB, 3 YR	
			74004605		01-16-000-74128	2,187.40
			74023129		UNIFI SWITCH AGGREGATION, BIC	
					01-16-000-74128	348.34
					DEFENDER BLACK PRO PACK CAS	
					01-16-000-74128	94.89
					<b>Total :</b>	<b>2,841.11</b>
201991	5/5/2023	020999 COOK COUNTY TREASURER	2023-1		MAINTENANCE OF TRAFFIC SIGNA	
					01-26-024-72775	5,939.63
					70-00-000-72775	835.50
					<b>Total :</b>	<b>6,775.13</b>
201992	5/5/2023	018234 CORE & MAIN LP	S683267		MISC MATERIAL - TAPT REP CLP, C	
					60-00-000-73630	595.91
					63-00-000-73630	66.21
					64-00-000-73630	283.77
			S687753		MISC MATERIAL - COPPER GSKT M	
					60-00-000-73630	148.91
					63-00-000-73630	16.55
					64-00-000-73630	70.90
					<b>Total :</b>	<b>1,182.25</b>
201993	5/5/2023	020267 CORNERSTONE GOVERNMENT AFFAIR: VTP-062023			GOVT RELATIONS AND CONSULTII	
					01-14-000-72790	4,000.00
					<b>Total :</b>	<b>4,000.00</b>
201994	5/5/2023	020338 DACRA TECH LLC	DT2023-02-1538	VTP-019489	E-TICKETING SUBSCRIPTION FY23	
					30-00-000-74132	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
201995	5/5/2023	011236 DAJANI, OSAMAH	042623		REIM: REG FEES FOR ONLINE TRA	
			053023		01-17-220-72140	95.00
					REIM: TRI-RIVER POLICE TRAININ	
					01-17-220-72140	15.00

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201995	5/5/2023	011236 011236 DAJANI, OSAMAH	(Continued)		<b>Total :</b>	<b>110.00</b>
201996	5/5/2023	018456 DEL GALDO LAW GROUP LLC	31009		LEGAL SVC 3/1-3/31/23	
					18-00-000-72850	483.75
					20-00-000-72850	376.25
					<b>Total :</b>	<b>860.00</b>
201997	5/5/2023	021002 DEVINE, DANIEL & SUSAN	Ref001435333		UB Refund Cst #00464536	
					60-00-000-20599	194.49
					<b>Total :</b>	<b>194.49</b>
201998	5/5/2023	014232 DIGI-KEY CORPORATION 1453109	94608319		CPU	
				VTP-019714	65-00-000-72525	771.38
				VTP-019714	64-00-000-72525	771.38
					65-00-000-72525	3.50
					64-00-000-72525	3.49
					<b>Total :</b>	<b>1,549.75</b>
201999	5/5/2023	004152 ECOLAB PEST ELIMINATION INC.	9309700		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	573.44
			9309701		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48
					<b>Total :</b>	<b>659.92</b>
202000	5/5/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	20896		2020 FORD INTERCEPTOR KIT - UN	
					30-00-000-74220	1,111.14
					<b>Total :</b>	<b>1,111.14</b>
202001	5/5/2023	004019 EVON'S TROPHIES & AWARDS	041223		13X 1-7/8" IVORY BROWN PLASTIC	
					01-26-025-72520	27.50
			041223.		JDS 2-1/2 X 1 BRIGHT GOLD OXIDI	
					01-19-000-72974	33.70
					<b>Total :</b>	<b>61.20</b>
202002	5/5/2023	004176 FEDEX (FEDERAL EXPRESS)	8-112-67537		SHIPPING COST - IROQUOIS PAVIN	
					01-26-023-72110	14.31
					60-00-000-72110	10.02
					64-00-000-72110	4.29

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202002	5/5/2023	004176 004176 FEDEX (FEDERAL EXPRESS)	(Continued)		<b>Total :</b>	<b>28.62</b>
202003	5/5/2023	012941 FMP	52-536283		MOTOR ASY - POLICE UNIT #26A	
			52-536429		01-17-205-72540	26.20
					2015 FORD POLICCE INTERCEPTC	
					01-17-205-72540	217.30
					<b>Total :</b>	<b>243.50</b>
202004	5/5/2023	002877 G. W. BERKHEIMER CO., INC.	7347450		KEY PLEAT MERV8, SCREWDRIVEI	
					01-26-025-72520	68.81
					<b>Total :</b>	<b>68.81</b>
202005	5/5/2023	004438 GRAINGER	9684685135		LATCH.DMW/EGW PK10	
					60-00-000-72530	21.81
					63-00-000-72530	7.27
					64-00-000-72530	12.47
			9690722864		BATTERY 5.0, AH, LI-ION 18VDC PK	
					60-00-000-73410	73.74
					63-00-000-73410	8.19
					64-00-000-73410	35.11
					01-26-023-73410	117.05
					<b>Total :</b>	<b>275.64</b>
202006	5/5/2023	020188 GRIFFIN WILLIAMS MCMAHON WALSH	12830		LABOR AND INVESTIGATION 3/31/2	
					01-14-000-72850	933.61
					<b>Total :</b>	<b>933.61</b>
202007	5/5/2023	012463 HANSON AGGREGATES INC.	42157194		BED/BACKFILL U857-THORNTON I	
					60-00-000-73860	127.68
					63-00-000-73860	14.19
					64-00-000-73860	60.79
					01-26-023-73860	101.33
					70-00-000-73860	33.77
					<b>Total :</b>	<b>337.76</b>
202008	5/5/2023	019792 HANSON AGGREGATES MIDWEST INC	42145372		BED/BACKFILL U857 THORNTON IL	
					60-00-000-73860	253.19
					63-00-000-73860	28.13

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202008	5/5/2023	019792 HANSON AGGREGATES MIDWEST INC	(Continued)			
					64-00-000-73860	120.57
					01-26-023-73860	200.95
					70-00-000-73860	66.98
		42153977			BED/BACKFILL U857 THORNTON IL	
					60-00-000-73860	252.59
					63-00-000-73860	28.07
					64-00-000-73860	120.28
					01-26-023-73860	200.47
					70-00-000-73860	66.83
		42163699			BED/BACKFILL U857 THORNTON IL	
					60-00-000-73860	206.59
					63-00-000-73860	22.95
					64-00-000-73860	98.38
					01-26-023-73860	163.96
					70-00-000-73860	54.65
					<b>Total :</b>	<b>1,884.59</b>
202009	5/5/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	497887-H		FIRE DEPARTMENT SHAREPOINT S	
				VTP-019473	30-00-000-74159	46.25
			594991-H		FIRE DEPARTMENT SHAREPOINT S	
				VTP-019473	30-00-000-74159	416.25
			594994-H		ENTERPRISE TECHNICAL ENGINEI	
					01-16-000-72650	647.50
					<b>Total :</b>	<b>1,110.00</b>
202010	5/5/2023	020422 HENEGHAN, KYLE	041423		PER DIEM: 5 DAY COURSE - PEER	
					01-17-220-72140	75.00
					<b>Total :</b>	<b>75.00</b>
202011	5/5/2023	018696 HENRY'S HOUSE OF DECORATED	1275		JACKETS FOR PW GARAGE STAFF	
				VTP-019929	01-26-023-73610	600.00
				VTP-019929	01-26-025-73610	75.00
				VTP-019929	60-00-000-73610	88.20
				VTP-019929	63-00-000-73610	16.80
				VTP-019929	64-00-000-73610	45.00
			1396		TSHIRTS, OXFORD, SWEATSHIRT I	

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202011	5/5/2023	018696 HENRY'S HOUSE OF DECORATED	(Continued)		01-26-023-73610	491.00
					<b>Total :</b>	<b>1,316.00</b>
202012	5/5/2023	010238 HOME DEPOT CREDIT SERVICES	WP65229133		****2304 DEWALT ATOMIC 20V MAX	
					60-00-000-73410	219.24
					63-00-000-73410	24.36
					64-00-000-73410	104.40
					<b>Total :</b>	<b>348.00</b>
202013	5/5/2023	001487 HOMEWOOD DISPOSAL SERVICE	8282571		HWD TSF GARBAGE TONS	
					01-26-023-72890	1,266.00
			8283580		HWD TSF BARBAGE TONS 4/17/23	
					01-26-023-72890	2,276.25
			8289061		HWD TSF GARBAGE TONS 4/18/23	
					01-26-023-72890	1,251.00
					<b>Total :</b>	<b>4,793.25</b>
202014	5/5/2023	012046 ILLINOIS SCHOOL RESOURCE	050223		S. LONDON ATTENDING CONFERE	
					01-17-205-72170	224.00
					<b>Total :</b>	<b>224.00</b>
202015	5/5/2023	011466 JEWEL OSCO	00806221		*****0414 SODAS & CUPS - FOR FU	
					01-21-000-72220	11.45
			00807063		****0413 COOKIE TRAY - D. BERAN	
					01-19-000-72220	61.97
					<b>Total :</b>	<b>73.42</b>
202016	5/5/2023	011214 KLOTZ, STEPHEN	042723		REIM: ATTEND FDIC INT'L ON 4/28/	
					01-19-000-72220	123.00
					<b>Total :</b>	<b>123.00</b>
202017	5/5/2023	005349 KORTUM, LISA	04272023		REIM: HOTEL ROOM & GAS IESMA	
					01-21-000-72170	136.59
					<b>Total :</b>	<b>136.59</b>
202018	5/5/2023	006559 LINDE GAS & EQUIPMENT INC	35591849		NIT-CO 100 PPM-H2S 25 PPM-METI	
					60-00-000-73550	158.62

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202018	5/5/2023	006559 LINDE GAS & EQUIPMENT INC	(Continued)		63-00-000-73550	158.62
					64-00-000-73550	135.95
					<b>Total :</b>	<b>453.19</b>
202019	5/5/2023	020322 MASTER AUTO SUPPLY	15030-129492		RETURN WALKER TRNT PIPE, EXH	
			15030-129497		01-17-205-72540	-156.05
			15030-129555		2005 FORD CROWN VICTORIA OX	
					01-21-000-72540	46.25
			15030-130082		2005 FORD CROWN VICTORIA OX	
					01-21-000-72540	41.50
			15030-130339		STABILIZER BARLINK KIT UNIT 19B	
					01-17-205-72540	60.47
					IDLER PULLEY - UNIT #76 WATER	
					60-00-000-72540	12.41
					63-00-000-72540	4.14
					64-00-000-72540	7.09
					<b>Total :</b>	<b>15.81</b>
202020	5/5/2023	005645 MEADE ELECTRIC COMPANY INC.	704207		TRAFFIC SIGNAL MAINTENANCE -	
					01-26-024-72775	580.94
					<b>Total :</b>	<b>580.94</b>
202021	5/5/2023	006074 MENARDS	37555		6 OUT SRKSHP STRP 8' CORD	
			37601		01-26-025-72520	10.97
					2PK QC RETR UTILITY KNIFE, 4" FL	
					60-00-000-73410	48.77
					63-00-000-73410	5.42
					64-00-000-73410	23.23
			37742		75W PAR30S 5K TW DLED	
					01-26-025-72520	7.49
			37757		75W PAR30S 3K RW DLED	
					01-26-025-72520	7.49
			38135		7 BLADE MOLDED CONNECTOR, S	
					01-21-000-72530	61.76
					<b>Total :</b>	<b>165.13</b>

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202022	5/5/2023	012517 MERIDIAN IT INC	530674	VTP-019797	ANTISPAM AND IDENTITY SERVICE	
			530741		01-16-000-72756	9,940.50
			531166		TROUBLESHOOTING CALL WITH C	225.00
					01-16-000-72650	
					WORK ON ONTAP UGRADE TO VEI	2,475.00
					01-16-000-72650	
					<b>Total :</b>	<b>12,640.50</b>
202023	5/5/2023	005742 METRO POWER INC.	14008		EMERGENCY BACK UP GENERATC	
					64-00-000-72525	663.95
					<b>Total :</b>	<b>663.95</b>
202024	5/5/2023	006020 METROPOLITAN INDUSTRIES, INC.	INV050053		SOFTWARE-RSLOGIX MICRO	
				VTP-019930	60-00-000-72655	853.02
				VTP-019930	63-00-000-72655	94.78
				VTP-019930	64-00-000-72655	406.20
					<b>Total :</b>	<b>1,354.00</b>
202025	5/5/2023	020497 MIDWEST PUBLIC SAFETY LLC	139913597		POLICE IN CAR VIDEO AND COMPI	
				VTP-019670	30-00-000-74128	141,519.00
					30-00-000-74128	9,366.84
					<b>Total :</b>	<b>150,885.84</b>
202026	5/5/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6130577001		20 AMP MINI FUSE, MINI BULB, BO	
					60-00-000-72540	68.99
					63-00-000-72540	23.00
					64-00-000-72540	39.41
					01-26-024-72540	65.69
					01-26-023-72540	131.40
			6130583001		RTV CILICONE LV BLK 8OZ	
					60-00-000-72540	94.14
					63-00-000-72540	31.38
					64-00-000-72540	53.80
					01-26-023-72540	179.32
					01-26-024-72540	44.82
					01-17-205-72540	44.83



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202026	5/5/2023	017651	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)	<b>Total :</b>	<b>776.78</b>
202027	5/5/2023	015386	MUNICIPAL GIS PARTNERS, INC	7034	GIS STAFFING SERVICE MARCH '2	
					01-16-000-72652	9,270.00
					60-00-000-72652	5,840.10
					63-00-000-72652	648.90
					64-00-000-72652	2,781.00
					<b>Total :</b>	<b>18,540.00</b>
202028	5/5/2023	010810	MUNICIPAL SERV. CONSULTING INC	TPCN-04-23	CONS SVC CIMP FOR VTP APRIL '2	
					30-00-000-75812	4,114.53
					11-00-000-74150	12,621.00
					11-00-000-72750	5,902.47
					30-00-000-74150	2,751.00
			TPCN0423P25F	VTP-019824	P25 PD CONTROL STTION TO CON	
					30-00-000-74150	16,480.00
					<b>Total :</b>	<b>41,869.00</b>
202029	5/5/2023	019756	NEWCOM WIRELESS SERVICES LLC	7687	ENGINE PAIR VIRTUAL PER SERVE	
					01-17-205-72756	1,834.00
					01-19-000-72756	1,834.00
					01-21-210-72756	1,834.00
			7689		TOTAL ASSURANCE W/SUBSCRIPT	
					01-17-205-72756	3,680.00
					01-19-000-72756	3,680.00
					01-21-210-72756	3,680.00
					<b>Total :</b>	<b>16,542.00</b>
202030	5/5/2023	015723	NICOR	01981510009	ACCT#01981510009 METER#39689	
				53463710003	01-26-025-72511	216.68
				54072310003	ACCT#53463710003 METER 291221	
					01-26-025-72511	86.48
				73675410002	ACCT#54072310003 METER 542086	
					01-26-025-72511	877.05
				74433410003	ACCT#73675410002 METER 356130	
					01-26-025-72511	1,335.15
					ACCT#74433410003 METER 357540	

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202030	5/5/2023	015723 NICOR	(Continued)			
			83523710008		01-26-025-72511 ACCT#83523710008 METER#302621	50.59
			96019958527		01-26-025-72511 ACCT#96019958527 METER#458261	1,540.46
					01-26-025-72511	237.59
					<b>Total :</b>	<b>4,344.00</b>
202031	5/5/2023	006216 NORTH EAST MULTI-REG TRAINING	324803		TRAINING - SEXUAL ASSAULT - TR 01-17-220-72140	210.00
					<b>Total :</b>	<b>210.00</b>
202032	5/5/2023	013224 NORTHWESTERN UNIVERSITY	22840		COURSE CODE: MT-SPP072423-BL 01-17-205-72140	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
202033	5/5/2023	020945 OPERATING ENGINEERS LOCAL #150	L150.28		CDL TRAINING	
				VTP-019875	01-26-023-72140	7,980.39
				VTP-019875	60-00-000-72140	1,460.20
				VTP-019875	63-00-000-72140	1,460.20
				VTP-019875	64-00-000-72140	1,139.21
					<b>Total :</b>	<b>12,040.00</b>
202034	5/5/2023	012790 P.T. FERRO CONSTRUCTION COMPAN	47548		WATER MAIN AND ROADWAY IMPF	
				VTP-019537	16-00-000-75703	19,601.80
				VTP-019537	16-00-000-75500	6,462.13
				VTP-019537	27-00-000-75703	29,295.00
				VTP-019537	27-00-000-75500	4,308.09
				VTP-019537	27-00-000-75806	12,134.45
					<b>Total :</b>	<b>71,801.47</b>
202035	5/5/2023	006475 PARK ACE HARDWARE	070282/1		CUST#891431 INV#070282/1 USB C	
					60-00-000-73110	5.02
					63-00-000-73110	0.56
					64-00-000-73110	2.41
			70275/1		CUST#8813 INV#70275/1 LIGHTER	
					01-21-000-72530	24.57

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202035	5/5/2023	006475 006475 PARK ACE HARDWARE	(Continued)		<b>Total :</b>	<b>32.56</b>
202036	5/5/2023	020981 PARTNERS AND PAWS VETERINARY	117708		POLICE K9 BOARDING HELMUT 5 I 01-17-220-72240	300.00
					<b>Total :</b>	<b>300.00</b>
202037	5/5/2023	020298 PEERLESS NETWORK INC	22286		ONE SERV ACCT#VILLAGEO3328 5 01-19-000-72120 01-17-205-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-17-205-72120 01-19-000-72120 01-19-020-72120 01-26-023-72120 01-26-024-72120 01-33-000-72120 01-35-000-72120 01-42-000-72120 60-00-000-72120 63-00-000-72120	1,874.78 94.54 281.65 941.30 170.45 563.30 251.98 85.20 111.15 111.15 587.88 111.15 59.29 357.23 74.11
					<b>Total :</b>	<b>5,675.16</b>
202038	5/5/2023	017268 PETERSON JOHNSON & MURRAY	139168		4130.0003 LEGAL SVC FOIA THRU : 01-14-000-72857	23,069.50
			139170		4130.0025 LEGAL SVC TP 2019 NO 01-14-000-72850	2,940.50
			139171		4130.0031 LEGAL SVC TP EMINEN1 27-00-000-72850	236.50
			139173		4131.0001 LEGAL SVC VTP GENER 01-14-000-72855	15,867.00
			139174		4173.0007 LEGAL SVC J&J VENTUF 01-14-000-72850	3,633.50
			139175		4173-0008 LEGAL SVC J&J VENTUF 01-14-000-72850	2,816.50
			139176		4173-0009 LEGAL SVC J&J GAMINC	

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202038	5/5/2023	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			139178		01-14-000-72850	2,451.00
					4160.0001 LEGAL SVC VPT PROSE	
					01-14-000-72858	12,147.50
					<b>Total :</b>	<b>63,162.00</b>
202039	5/5/2023	006780 POMP'S TIRE SERVICE, INC	690123690		(12) 11R22.5 FIRESTONE TIRES	
				VTP-019917	01-26-023-73560	5,392.76
					<b>Total :</b>	<b>5,392.76</b>
202040	5/5/2023	006507 POSTMASTER, U. S. POST OFFICE	042723		MAY '23 WATER BILLS (PART 1 OF :	
					60-00-000-72110	1,860.65
					64-00-000-72110	797.42
			042723.		MAY '23 WATER BILLS (PART 2 OF :	
					60-00-000-72110	353.97
					64-00-000-72110	151.70
					<b>Total :</b>	<b>3,163.74</b>
202041	5/5/2023	018110 PROVEN BUSINESS PRODUCTS	1028495		MONTHLY CONTRACT SVC AGREE	
			1030098		01-16-000-72756	376.16
				VTP-019874	COPIER FOR MARKETING AND PD	
			1030396		30-00-000-74133	19,939.69
					AMMENDED - MONTHLY CONTRAC	
					01-16-000-72756	512.80
					<b>Total :</b>	<b>20,828.65</b>
202042	5/5/2023	018454 R.C.WEGMAN CONSTRUCTION CO	2023-23-1		HARMONY SQUARE INFRASTRUC1	
				VTP-019922	30-00-000-75905	10,499.18
					<b>Total :</b>	<b>10,499.18</b>
202043	5/5/2023	006361 RAY O' HERRON CO INC	2266509		HOOD, BLAUER, LIME, S/M	
					01-21-000-73610	68.69
			2266928		BODY SHIELDS	
				VTP-019847	30-00-000-74626	4,802.36
					<b>Total :</b>	<b>4,871.05</b>
202044	5/5/2023	020941 RGF ENVIRONMENTAL GROUP INC	INV6500		AIR FILTERS	

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202044	5/5/2023	020941 RGF ENVIRONMENTAL GROUP INC	(Continued)	VTP-019868	01-26-025-72530 01-26-025-72530	2,140.00 81.86
					<b>Total :</b>	<b>2,221.86</b>
202045	5/5/2023	019092 RORY GROUP, LLC	4015		BUSINESS CONSULTING MAY 2023 01-11-000-72790	3,500.00
					<b>Total :</b>	<b>3,500.00</b>
202046	5/5/2023	020568 ROTOHELP INC	TPFD0003		CORRESPONDENCE REGARDING 01-16-000-72650	796.00
					<b>Total :</b>	<b>796.00</b>
202047	5/5/2023	015560 RUSS, CHARLES	042423		REIM: TRLINE BLAZE SAFETY VES 01-21-000-73610	85.23
					<b>Total :</b>	<b>85.23</b>
202048	5/5/2023	016611 RYAN ELECTRICAL SERVICES, INC.	17448	VTP-019882	FOREMAN'S OFFICE LIGHTING 30-00-000-75110	3,515.00
					<b>Total :</b>	<b>3,515.00</b>
202049	5/5/2023	020851 SABRE COMMUNICATIONS CORP	699989	VTP-019748	110' MONOPOLE AT POST 20 LIFT S 30-00-000-74150	3,500.00
			700577	VTP-019748	110' MONOPOLE AT POST 20 LIFT S 30-00-000-74150	38,780.00
					<b>Total :</b>	<b>42,280.00</b>
202050	5/5/2023	007092 SAUNORIS	711870		PROPANE 33LB 63-00-000-73870 64-00-000-73870 01-26-023-73870 01-26-024-73870 60-00-000-73870	23.10 19.80 66.00 33.00 23.10
					<b>Total :</b>	<b>165.00</b>
202051	5/5/2023	018104 SBA STEEL,LLC	IN14068511		TOWER SITE RENT #IL46494-A-03 60-00-000-72631 63-00-000-72631	211.07 211.07

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202051	5/5/2023	018104 SBA STEEL,LLC	(Continued)		64-00-000-72631	211.07
					01-17-205-72631	422.13
					01-19-000-72631	351.77
					<b>Total :</b>	<b>1,407.11</b>
202052	5/5/2023	007577 SHERWIN WILLIAMS CO	5945-2		GALLON SPR INT SA EXTRA, BRUS	
					01-26-025-72520	83.41
					<b>Total :</b>	<b>83.41</b>
202053	5/5/2023	013190 SOLARWINDS	IN600157		SOFTWARE	
				VTP-019932	60-00-000-72655	81.90
				VTP-019932	63-00-000-72655	9.10
				VTP-019932	64-00-000-72655	39.00
					<b>Total :</b>	<b>130.00</b>
202054	5/5/2023	020680 SPEEDWAY LLC	3000006113		APRIL '23 PD CAR WASH	
					01-17-205-72540	243.00
					<b>Total :</b>	<b>243.00</b>
202055	5/5/2023	012238 STAPLES BUSINESS ADVANTAGE	3536192174		SHARPIE, ENV BRN KRAFT, THERM	
					01-17-205-73110	390.97
			3536192175		PLASTIC MONITOR STAND, PEN, S	
					01-17-205-73110	43.22
			3536192176		CREDIT FOR INVOICE 3536192175	
					01-17-205-73110	-23.49
			3536192177		4 LET MONITOR RISER, EXPO TOV	
					01-17-205-73110	38.53
					<b>Total :</b>	<b>449.23</b>
202056	5/5/2023	015452 STEINER ELECTRIC COMPANY	S007340311.001		FROSTED SILICONE COATED A21 I	
					01-26-025-72520	268.18
			S007340635.001		POLE BRACKET ADAPTER, LAMP, '	
					01-26-025-72520	289.78
			S007341058.001		ALTO FLUOR LAMP	
					01-26-025-72520	105.40
					<b>Total :</b>	<b>663.36</b>

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202057	5/5/2023	007297 SUTTON FORD INC./FLEET SALES	012723-4	VTP-019437	(5) 2023 FORD HYBIRD UTILITY 30-00-000-74220	42,958.00
			577122		SOCKET AND WIRE - POLICE UNIT 01-17-205-72540	334.65
			577332		PUMP ASY WATER, GASKET, BELT 01-17-205-72540	393.12
			577353		HOUSING - GAS LATCH - POLICE L 01-17-205-72540	35.81
			577445		LATCH ASSY TAILGATE - POLICE U 01-17-205-72540	131.77
					<b>Total :</b>	<b>43,853.35</b>
202058	5/5/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A59751		LABOR CHARGES FOR BILLABLE F 01-26-025-72777	616.25
					<b>Total :</b>	<b>616.25</b>
202059	5/5/2023	007886 THEODORE POLYGRAPH SERVICE	8167		PRE-EMPLOYMENT ROBERT DOLA 01-41-040-72846	200.00
					<b>Total :</b>	<b>200.00</b>
202060	5/5/2023	007777 THOMPSON ELEVATOR INSPECTION	23-1074		1 NEW CONSTRUCTION PERMIT IN 01-33-300-72853	75.00
					<b>Total :</b>	<b>75.00</b>
202061	5/5/2023	013203 TRIA ARCHITECTURE, INC.	4513	VTP-019532	METRA STATION SITE FURNISHING 30-00-000-74418	737.50
			4514		COMPRESSOR ENCLOSURE 30-00-000-72841	3,375.00
					<b>Total :</b>	<b>4,112.50</b>
202062	5/5/2023	008040 UNDERGROUND PIPE & VALVE CO	060116		WATER MAIN SUPPLIES	
				VTP-019911	60-00-000-73630	355.85
				VTP-019911	63-00-000-73630	39.54
				VTP-019911	64-00-000-73630	169.45
				VTP-019911	60-00-000-73630	787.58
				VTP-019911	63-00-000-73630	87.51
				VTP-019911	64-00-000-73630	375.04



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202062	5/5/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-019911	60-00-000-73630	327.60
				VTP-019911	63-00-000-73630	36.40
				VTP-019911	64-00-000-73630	156.00
				VTP-019911	60-00-000-73630	100.80
				VTP-019911	63-00-000-73630	11.20
				VTP-019911	64-00-000-73630	48.00
			060117		SEWER PIPE & BOXES	
				VTP-019912	64-00-000-73800	2,454.70
					<b>Total :</b>	<b>4,949.67</b>
202063	5/5/2023	020918 USABBLUEBOOK	340131		PAINT SUPPLIES	
				VTP-019920	01-26-023-73620	148.72
				VTP-019920	01-26-024-73620	74.36
				VTP-019920	60-00-000-73620	52.05
				VTP-019920	63-00-000-73620	52.05
				VTP-019920	64-00-000-73620	44.62
				VTP-019920	01-26-023-73620	23.80
				VTP-019920	01-26-024-73620	11.90
				VTP-019920	60-00-000-73620	8.33
				VTP-019920	63-00-000-73620	8.33
				VTP-019920	64-00-000-73620	7.14
			340539		PAINT SUPPLIES	
				VTP-019920	01-26-023-73620	111.54
				VTP-019920	01-26-024-73620	55.77
				VTP-019920	60-00-000-73620	39.04
				VTP-019920	64-00-000-73620	33.46
				VTP-019920	01-26-023-73620	189.62
				VTP-019920	01-26-024-73620	94.81
				VTP-019920	60-00-000-73620	66.37
				VTP-019920	63-00-000-73620	66.37
				VTP-019920	64-00-000-73620	56.89
					01-26-023-73620	23.79
					01-26-024-73620	11.84
					60-00-000-73620	8.33
					63-00-000-73620	8.33
					64-00-000-73620	7.21

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202063	5/5/2023	020918 USABLUBOOK	(Continued)	VTP-019920	63-00-000-73620	39.04
<b>Total :</b>						<b>1,243.71</b>
202064	5/5/2023	018809 VANSCHOUWEN, VINCE	052223		REIM: ICAC NATIONAL CRIMINAL J 01-17-220-72140	225.00
<b>Total :</b>						<b>225.00</b>
202065	5/5/2023	018250 VERIZON CONNECT NWF INC	328000039785	VTP-019546	DASHCAM FOR SNOW PLOWS AC 01-26-023-72790	343.39
			616000033467	VTP-019546	DASHCAM FOR SNOW PLOWS - A 01-26-023-72790	331.55
			623000038428	VTP-019546	DASHCAM FOR SNOW PLOWS AC 01-26-023-72790	331.55
			623000040856	VTP-019546	DASHCAM FOR SNOW PLOWS AC 01-26-023-72790	1,048.52
<b>Total :</b>						<b>2,055.01</b>
202066	5/5/2023	011416 VERIZON WIRELESS	9933138897		ACCT#442345192-00001 WATER RE 60-00-000-72127	17.79
					63-00-000-72127	17.79
					64-00-000-72127	15.25
<b>Total :</b>						<b>50.83</b>
202067	5/5/2023	010165 WAREHOUSE DIRECT INC	5436308-0	VTP-019792	FURNITURE FOR PW FOREMAN'S 30-00-000-75110	31,555.15
			5450170-0		LATERAL FILE TOP D.GALATI 01-26-025-74110	370.50
			5459267-0	VTP-019861	OFFICE FURNITURE ANTHONY 01-16-000-73870	3,783.12
			5468077-0	VTP-019876	HR OFFICE FURNITURE 01-26-025-74110	5,594.28
<b>Total :</b>						<b>41,303.05</b>
202068	5/5/2023	011055 WARREN OIL CO.	W1555199		N.I., GAS USED 4/04-4/17/23 01-17-205-73530	9,808.76
					01-19-000-73530	676.58

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202068	5/5/2023	011055 WARREN OIL CO.	(Continued)			
					01-19-020-73530	75.83
					01-21-000-73530	102.49
					60-00-000-73530	892.15
					63-00-000-73530	223.03
					64-00-000-73530	477.93
					01-26-023-73530	881.57
					01-26-024-73530	442.51
					01-33-300-73530	301.58
					01-12-000-73530	55.74
					01-14-000-73532	31.50
					01-14-000-73531	4,089.29
					01-42-000-73530	436.70
			W1555200		DIESEL FUEL USED 4/04-4/17/23	
					01-19-000-73545	2,364.94
					60-00-000-73545	484.22
					63-00-000-73545	121.05
					64-00-000-73545	259.40
					01-26-023-73545	975.39
					01-26-024-73545	307.53
					01-14-000-73531	1,038.99
					<b>Total :</b>	<b>24,047.18</b>
202069	5/5/2023	013263 WEST SIDE TRACTOR SALES	B06339		2022 JOHN DEERE 524P WHEEL L	
				VTP-019381	30-00-000-74261	185,865.00
					<b>Total :</b>	<b>185,865.00</b>
202070	5/5/2023	016903 YAKSICH, GARY	050223		REIM: CLD LICENSE RENEWAL - G	
					60-00-000-72860	32.21
					63-00-000-72860	10.74
					64-00-000-72860	18.40
					<b>Total :</b>	<b>61.35</b>
110 Vouchers for bank code : apbank						<b>Bank total : 1,824,686.45</b>

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4525	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	188.64
					<b>Total :</b>	<b>188.64</b>
4526	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 200219W023		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	21.50
					<b>Total :</b>	<b>21.50</b>
4527	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 220811W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	129.00
					<b>Total :</b>	<b>129.00</b>
4528	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,676.00
					<b>Total :</b>	<b>1,676.00</b>
4529	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	396.37
					<b>Total :</b>	<b>396.37</b>
4530	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,504.22
					<b>Total :</b>	<b>1,504.22</b>
4531	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	116.87
					<b>Total :</b>	<b>116.87</b>
4532	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					<b>Total :</b>	<b>1,704.52</b>
4533	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR 2104 2107 2008		PAYEE-GENEX SERVICES, LLC 01-14-000-72542	120.46
					60-00-000-72542	5.67
					63-00-000-72542	1.08
					64-00-000-72542	2.90
					60-00-000-72542	7.90

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4533	5/2/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)			
					63-00-000-72542	1.50
					64-00-000-72542	4.03
					60-00-000-72542	7.41
					63-00-000-72542	1.41
					64-00-000-72542	3.78
					60-00-000-72542	7.41
					63-00-000-72542	1.41
					64-00-000-72542	3.78
					60-00-000-72542	13.97
					63-00-000-72542	2.66
					64-00-000-72542	7.12
					60-00-000-72542	7.41
					63-00-000-72542	1.41
					64-00-000-72542	3.78
					01-14-000-72542	17.40
					Total :	222.49

9 Vouchers for bank code : ipmq

Bank total : 5,959.61

119 Vouchers in this report

Total vouchers : 1,830,646.06

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

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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
202071	5/12/2023	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280'	
					01-26-024-72510	131.68
			3013134259		ACCT#3013134259 UTIL#462305511	
					01-26-024-72510	6,026.93
					08-00-000-72510	157.60
					<b>Total :</b>	<b>6,316.21</b>
202072	5/12/2023	002734 AIR ONE EQUIPMENT, INC	192896		PURCHASE OF AIR MASKS AND HL	
				VTP-019862	01-19-000-72578	7,397.10
				VTP-019862	01-19-000-74614	2,060.00
				VTP-019862	01-19-000-72578	66.00
					01-19-000-72578	20.00
			193085P		FIREFIGHTING BOOTS	
				VTP-019837	01-19-000-74619	3,354.00
			193140		REPAIR TO MAKO COMPRESSOR	
					01-19-000-72530	235.00
					<b>Total :</b>	<b>13,132.10</b>
202073	5/12/2023	002856 AIRY'S, INC	27633		REPLACE 2' AIR RELEASE VALVE 1	
					60-00-000-72745	833.96
					63-00-000-72745	833.96
					64-00-000-72745	714.82
					60-00-000-72745	2,045.10
					63-00-000-72745	2,045.10
					64-00-000-72745	1,752.95
					<b>Total :</b>	<b>8,225.89</b>
202074	5/12/2023	002682 AMERICAN LEGAL PUBLICATION	25237		APRL 2023 S-37 FOLIO/INTERNET I	
					01-13-000-72791	58.50
					<b>Total :</b>	<b>58.50</b>
202075	5/12/2023	020071 AMSIVE LLC	563489		LATE NOTICES MAY 2023 - WATER	
					60-00-000-72310	269.82
					64-00-000-72310	115.64
					60-00-000-72110	453.35
					64-00-000-72110	194.29

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**Village of Tinley Park**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202075	5/12/2023	020071 AMSIVE LLC	(Continued) 563502		#9 UTILITY PAYMENT RETURN ENV 01-19-000-73110	327.65
					<b>Total :</b>	<b>1,360.75</b>
202076	5/12/2023	010026 ANDERSON PUMP SERVICE	041123-09		SERVICE 4/21 -CONSUMABLE, FUI 01-26-025-72530	454.50
					<b>Total :</b>	<b>454.50</b>
202077	5/12/2023	003166 B & J TOWING AND AUTO REPAIR	22491		SAFETY INSPECTION 60-00-000-72266 63-00-000-72266 64-00-000-72266 01-26-023-72266 01-42-000-72266	29.40 29.40 25.20 168.00 56.00
					<b>Total :</b>	<b>308.00</b>
202078	5/12/2023	012511 BEST BUY BUSINESS ADVANTAGE	6920317		****5339 WESTERN DIGITAL DIG T 01-17-225-73600	219.98
					<b>Total :</b>	<b>219.98</b>
202079	5/12/2023	020280 BETTENHAUSEN & ASSOCIATES LLC	040823 041523 042923		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790 FINANCIAL AND ADMIN PROF SVC 01-15-000-72790 FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	4,875.00 3,187.50 4,987.50
					<b>Total :</b>	<b>13,050.00</b>
202080	5/12/2023	003396 CASE LOTS INC	17813	VTP-019943	JANITORIAL SUPPLIES 01-26-025-73580	1,942.40
					<b>Total :</b>	<b>1,942.40</b>
202081	5/12/2023	014026 CHANDLER SERVICES CORPORATION	29271 29306		COOLANT, CLAMP, CONSTANT CO 01-19-000-72540 COOLANT HOSE, CLAMP, ARM EL(C 01-19-000-72540	563.99 732.57



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202081	5/12/2023	014026	014026 CHANDLER SERVICES CORPORATI (Continued)		<b>Total :</b>	<b>1,296.56</b>
202082	5/12/2023	015199	CHICAGO PARTS & SOUND LLC	3-0055152	PRIME GUARD SYN 5W30 DEX - FI	
				3-0055311	01-19-000-72540	29.22
				3-0055401	2017 FORD INTERCEPTOR UTILITY	
				3-0055434	01-17-205-72540	23.40
					PRIME GUARD 5W30 VILLAGE BUS	
					01-42-000-72540	41.16
					CAB FILTER - BUILDING 74 & 79	
					01-33-300-72540	41.76
					<b>Total :</b>	<b>135.54</b>
202083	5/12/2023	018325	CHICAGO TRIBUNE COMPANY LLC	072221112000	CLASSIFIED LISTINGS APRIL '23 AC	
					01-14-000-72330	199.50
					01-26-024-72330	31.50
					01-33-310-72330	111.00
					<b>Total :</b>	<b>342.00</b>
202084	5/12/2023	018325	CHICAGO TRIBUNE COMPANY LLC	072235267000	CLASSIFIED LISTING APRIL '23 - AC	
					01-33-310-72330	262.50
					<b>Total :</b>	<b>262.50</b>
202085	5/12/2023	018325	CHICAGO TRIBUNE COMPANY LLC	74072186	DAILY SOUTHTOWN NEWSPAPER	
					01-14-000-72720	111.31
					<b>Total :</b>	<b>111.31</b>
202086	5/12/2023	013820	CINTAS CORPORATION	5156906412	MEDICINE CABINET - FD #49	
				5156906431	01-26-025-73117	238.22
				5156906438	MEDICINE CABINET - PW GARAGE	
				5156906455	01-26-025-73117	402.38
				5156906473	MEDICINE CABINET - FD #46	
				5156906485	01-26-025-73117	378.74
					MEDICINE CABINET - FD TRAINING	
					01-26-025-73117	39.59
					MEDICINE CABINET - FD #47	
					01-26-025-73117	290.47
					MEDICINE CABINET - VH	

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<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
202086	5/12/2023	013820 CINTAS CORPORATION	(Continued)			
			5156906492		01-26-025-73117 MEDICINE CABINET - FD #48 01-26-025-73117	183.14  217.06
					<b>Total :</b>	<b>1,749.60</b>
202087	5/12/2023	013878 COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH ST & SAN	
			3214011009		01-26-023-72510 ACCT#3214011009 16853 LAKEWOOD	494.94
			8363023007		64-00-000-72510 ACCT#8363023007 179TH ST & 82N	263.01
					63-00-000-72510 60-00-000-72510	300.04 300.04
					<b>Total :</b>	<b>1,358.03</b>
202088	5/12/2023	012410 CONSERV FS, INC.	66053834		ROUNDUP PROMAX 1.67 GAL JUG 01-26-023-73550	
					<b>Total :</b>	<b>310.65</b>
202089	5/12/2023	012826 CONSTELLATION NEWENERGY, INC.	65185338101		ACCT#875222 UTIL#3613125002 H/A	
			65185338401		64-00-000-72510 ACCT#875223 UTIL#3670129006 16	859.42
					64-00-000-72510	366.64
					<b>Total :</b>	<b>1,226.06</b>
202090	5/12/2023	018234 CORE & MAIN LP	S730567		MISC MATERIAL - 6 HYMAX 2 FLIP	
					60-00-000-73630 63-00-000-73630 64-00-000-73630	531.28 59.03 252.99
					<b>Total :</b>	<b>843.30</b>
202091	5/12/2023	019781 DREAMSCAPE PONDS	INV-003943	VTP-019946	FOUNTAIN SETUP AT ZABROCKI PI 01-26-023-72790	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
202092	5/12/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4737943		ENT FLT MGMT MAY '23 2D, 2-C 30-00-000-96141	368.57

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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>
202092	5/12/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96142	183.45
					01-17-205-72863	31.85
					01-17-205-72860	2.50
					30-00-000-96141	434.33
					30-00-000-96142	180.06
					01-17-205-72863	42.93
			FBN4738259		MAY '23 63E, 16S, 1-W, 13, 21S, 29-	
					30-00-000-96141	409.02
					30-00-000-96142	218.61
					01-26-024-72863	35.72
					30-00-000-96141	410.89
					30-00-000-96142	212.73
					01-26-023-72863	35.72
					60-00-000-20201	492.51
					60-00-000-96142	186.39
					60-00-000-72863	43.28
					30-00-000-96141	367.33
					30-00-000-96142	232.61
					01-17-205-72540	35.73
					30-00-000-96141	369.47
					30-00-000-96142	196.57
					01-26-023-72863	32.43
					60-00-000-20201	362.33
					60-00-000-96142	121.95
					60-00-000-72863	42.03
					30-00-000-96141	436.66
					30-00-000-96142	179.56
					01-12-000-72863	43.09
					30-00-000-96141	402.02
					30-00-000-96142	162.90
					01-26-023-72540	39.97
					60-00-000-20201	362.33
					60-00-000-96142	121.95
					60-00-000-72863	42.02
			FBN4745643		ENT FLT MGMNT MAY '23 680	
					30-00-000-96141	379.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202092	5/12/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)		30-00-000-96142	216.85
					01-21-000-72863	34.18
					<b>Total :</b>	<b>7,469.80</b>
202093	5/12/2023	004176 FEDEX (FEDERAL EXPRESS)	8-119-89438		ACCT#2022-6845-2 SHIPPING COS	
					01-13-000-72110	52.06
					<b>Total :</b>	<b>52.06</b>
202094	5/12/2023	020246 FIFTH THIRD BANK	01065900000032		****2177 AMERIGAS TAXES	
					01-35-000-72954	57.02
			033123		****2177 FLIGHT TO PORTLAND GF	
					01-15-000-72170	483.96
			033123		****2177 HOTEL FOR GFOA CONFE	
					01-15-000-72170	762.13
			040123		****2177 UNLIMITED POSTINGS - A	
					01-14-000-72448	350.00
			040323		****2177 FLIGHT TO PORTLAND GF	
					01-15-000-72170	494.96
			040423		****2177 SSWWA MEETING 4/20 - 3	
					60-00-000-72170	26.25
					63-00-000-72170	26.25
					64-00-000-72170	22.50
			040423		****2177 WATER, BATTERIES, SOD,	
					60-00-000-73115	18.52
					63-00-000-73115	18.52
					64-00-000-73115	15.87
					60-00-000-73110	3.47
					63-00-000-73110	0.39
					64-00-000-73110	1.65
					01-26-023-73115	52.91
					01-26-023-73110	5.51
					01-26-024-73115	26.46
					01-26-024-73110	2.76
					01-14-000-73115	15.68
					01-17-205-73110	101.00
			040523		****2177 ILLINOIS MUNICIPAL HAN	

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
			040523		01-11-000-73110 ****2177 BINGO AND YAHTZEE PRI	25.00
			041223		01-41-056-72937 ****2177 EVAL AND FEEDBACK SEF	482.24
			041323		01-14-000-72446 ****2177 WORKING LUNCH TRUSTI	1,500.00
			041423		01-12-000-72220 ****2177 VETS COMM ARMED FOR	24.96
			041423		01-41-050-72934 ****2177 CHICAGO TRIBUNE MONT	27.96
			041823		01-35-000-72720 ****2177 PW PESTICIDE TRAINING	34.00
			041823		01-26-023-72140 ****2177 SOUTH METRO CHAPTER	45.00
			042023		01-15-000-72140 ****2177 POSTAGE HEALTHCARE S	70.00
			042023		01-14-000-72110 ****2177 PROMOTING	57.50
			042023		01-35-000-72653 ****2177 COACHING AND COUNSEI	232.66
			042323		01-14-000-72220 ****2177 PRIZES FOR PET PHOTO	65.46
			042323		01-41-056-72937 ****2177 SNACKS AND SUMMER RC	35.00
			042323		01-41-056-72937 ****2177 PRIZES, CRAFTS, GAME, I	62.35
			042323		01-41-056-72937 ****2177 CRAFTING MATERIALS, H	74.35
			042623		01-41-056-72937 ****2177 PSRW PRIZES	215.43
			042623		01-12-000-72974 ****2177 PSRW PRIZES	10.00
			042623		01-12-000-72974 ****2177 PSRW PRIZES	20.00
			042623.		01-12-000-72974 ****2177 PSRW PRIZES	30.00

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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>
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
			043023		01-12-000-72974 ****2177 CREDIT CARD FEES	10.00
			101529466		01-14-000-72315 ****2177 CODE LITERATURE	407.96
			106232		01-33-300-73590 ****2177 PSRW PRIZES	745.84
			108341A		01-12-000-72974 ****2177 PORTABLE SIDEWALK SIG	30.00
			111-0126094-3433800		01-35-000-73870 ****2177 BUSINESS LICENSE, CRIM	785.94
			111-0220168-2850664		01-14-000-73110 ****2177 MEMORY CARD	92.43
			111-4659798-7024211		01-19-000-73110 ****2177 BOOKS	43.74
			111-9662081-7212261		01-33-310-73590 ****2177 BINDER	167.58
			112-0337213-2837858		01-19-000-73110 ****2177 FOLDING TABLES	56.10
			112-0708049-1645030		01-35-000-73870 ****2177 FOLDING PICNIC TABLE	584.70
			112-7223811-4525841		01-35-000-73870 ****2177 OFFICE CHAIR CASTER W	201.46
					60-00-000-73110	6.80
					63-00-000-73110	0.76
					64-00-000-73110	3.24
					01-26-023-73110	10.79
					01-26-024-73110	5.38
			112-9258386-7593851		****2177 TABLECLOTHS	
			112-9943616-0085032		01-35-000-73870 ****2177 MUSIC NOTE PAPER CUTC	244.86
			113-1152279-6949805		01-35-000-73870 ****2177 GLADE AIR FRESHENER F	99.90
			113-2188989-4081006		01-19-000-73110 ****2177 DISPOSABLE GLOVES	25.33
			113-2198039-6020201		01-26-025-73580 ****2177 FLOOR FINISH REMOVER	134.90

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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>
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
			113-3865260-5673864		01-26-025-73580 ****2177 WIRE COUNTERTOP RACI	102.80
			113-4384542-4214608		01-41-056-73110 ****2177 CLIPBOARDS	79.95
					60-00-000-73110	12.59
					63-00-000-73110	1.40
					64-00-000-73110	5.99
					01-26-023-73110	19.98
					01-26-024-73110	9.98
			113-4465914-5678656		****2177 BUFFER FLOOR PAD	
			113-4564331-3070634		01-26-025-73580 ****2177 FLOOR FINISH	41.89
			113-4573232-1321063		01-26-025-73580 ****2177 WOMENS SHIRT	172.52
			113-5404147-6859460		01-33-000-73610 ****2177 BLACK STRIPPER PAD	25.98
			113-6260373-3846603		01-26-025-73580 ****2177 AEROSOL REFILL	41.11
			113-7639550-6237014		01-19-000-73110 ****2177 LED EMERGENCY STROBI	33.78
			113-9163241-1111462		01-19-000-72530 ****2177 SHIRTS	75.95
			113-9839986-1149842		01-33-000-73610 ****2177 BROCHURE HOLDER, SIG	103.93
			114-0133598-6349000		01-41-056-72937 ****2177 RECHARGABLE FLASHLIC	511.67
			114-0535086-4065058		01-26-023-73410 ****2177 UNIVERSAL OIL PUMP	34.12
			114-0611715-8594657	VTP-019889	01-26-025-73410 ****2177 WIRELESS DOORBELL	1,064.98
			114-0611715-8594657.		01-26-025-72520 ****2177 RAFFLE TICKETS	19.99
					60-00-000-73110	2.75
					63-00-000-73110	0.31
					64-00-000-73110	1.31
					01-26-023-73110	4.36



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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>
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
			114-1857740-1052234		01-26-024-73110 ****2177 BASEBALL/SOFTBALL GLC	2.17
					60-00-000-73845	24.57
					63-00-000-73845	2.73
					64-00-000-73845	11.70
			114-2684419-9689059		****2177 NAPKINS	
					01-19-020-73110	25.45
			114-5414494-3565032		****2177 CUPS, SPARKLING ICE AN	
					01-19-020-73110	82.87
			114-6499219-6049050		****2177 WIRELESS DOOR OPENEI	
					01-26-025-72520	33.98
			114-9191540-3664268		****2177 IPHONE CHARGER	
					60-00-000-73110	52.03
					63-00-000-73110	5.78
					64-00-000-73110	24.78
			114-9829760-652804		****2177 FREESTANDING BEVERAC	
					01-19-000-72524	199.99
			1739		****2177 JOB POSTING	
					01-14-000-72448	100.00
			2195241668		****2177 ADOBE STOCK	
					01-35-000-72720	79.99
			2886		****2177 REFUND - PW PESTICIDE	
					01-26-023-72140	-225.00
			32609		****2177 JOB POSTING	
					01-14-000-72448	375.00
			3603		****2177 ICE AND POP	
					01-41-056-72937	69.68
			41397		****2177 CONFERENCE 4/24-4/29/2	
					01-19-020-72170	249.00
			54540927		****2177 VISITTINLEYPARK.COM	
					01-35-000-72653	44.99
			5822		****2177 SENIOR CENTER SUPPLIE	
					01-41-056-72937	60.51
			5823		****2177 SUPPLIES	
					60-00-000-73110	7.85
					63-00-000-73110	0.87

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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>
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
					64-00-000-73110	3.74
					01-41-056-72937	12.98
					01-26-023-73110	12.46
					01-26-025-73580	34.96
					01-26-024-73110	6.23
					01-14-000-73110	11.47
		6336260222			****2177 MENS SHIRTS	
					01-33-000-73610	108.31
		6337490990			****2177 MENS SHIRTS	
					01-33-000-73610	27.55
		6338104999			****2177 2023 IAMMA ANNUAL CON	
					01-12-000-72170	150.00
		6366798569			****2177 IAMMA MEMBER - JARELL	
					01-33-000-72170	35.00
		6444			****2177 MOUNT	
					60-00-000-73110	62.99
					63-00-000-73110	7.00
					64-00-000-73110	29.99
		6449			****2177 MOUNTS, WATER AND TV	
					60-00-000-73115	5.16
					63-00-000-73115	5.16
					64-00-000-73115	4.42
					01-26-023-73115	14.74
					01-26-024-73115	7.37
					60-00-000-73110	238.13
					64-00-000-73110	113.39
					63-00-000-73110	26.46
		7340			****2177 SUPPLIES	
					01-14-000-73115	124.66
					01-26-025-73580	66.24
					60-00-000-73110	78.74
					63-00-000-73110	8.75
					64-00-000-73110	37.49
					60-00-000-73115	13.58
					63-00-000-73115	13.58
					64-00-000-73115	11.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202094	5/12/2023	020246 FIFTH THIRD BANK	(Continued)			
					01-26-023-73115	38.79
					01-26-024-73115	19.39
			7721		****2177 COFFEE, PAPER AND SER	
					01-14-000-73115	26.16
					60-00-000-73110	36.78
					63-00-000-73110	4.09
					64-00-000-73110	17.51
					01-26-023-73110	58.38
					01-26-024-73110	29.18
			863		****2177 TELECOMMUNICATOR LUI	
					01-21-210-72974	282.96
			8797		****2177 PAPER TOWEL, BOWLS, C	
					01-26-023-73115	15.99
					01-26-024-73115	8.00
					01-26-025-73580	46.26
					01-17-205-73315	61.70
					60-00-000-73115	5.59
					63-00-000-73115	5.59
					64-00-000-73115	4.81
			BN1P4FE33F9D		****2177 MEMBERSHP H.LIPMAN	
					01-12-000-72720	845.00
			E2310447011		****2177 SIMPLIFILE SYSTEMS 175	
					01-14-000-72355	103.38
					<b>Total :</b>	<b>15,633.46</b>
202095	5/12/2023	020246 FIFTH THIRD BANK	050223		CITATION #A114748 TRX# 391258 -	
					01-00-000-48032	750.00
					<b>Total :</b>	<b>750.00</b>
202096	5/12/2023	015058 FLEETPRIDE	107482069		DV2 AUTO HEATED DRAIN VALVE	
					01-26-023-72540	307.19
			107566062		LUBE FILTERS, SPIN ON FULL FLO	
					01-26-023-72530	495.08
					<b>Total :</b>	<b>802.27</b>
202097	5/12/2023	009126 FLEMING, DAVID	050323		JUGGLING AND BALLOON ENTERT	

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202097	5/12/2023	009126 FLEMING, DAVID	(Continued)		01-35-000-72923	400.00
					<b>Total :</b>	<b>400.00</b>
202098	5/12/2023	012941 FMP	52-536452		HEATED OXYGEN S (SLP-1) 01-19-000-72540	55.67
					<b>Total :</b>	<b>55.67</b>
202099	5/12/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00596940		RADIO INSTALLATION - WORKSITE 14-00-000-72800	1,009.00
			IN00599607		RADIO MAINTENANCE WORKSITE: 14-00-000-72800	337.50
			IN00599690		RADIO MAINTENANCE WORKSITE 14-00-000-72800	403.00
			IN00599725		FIRE ALARM IN DAY EMERGENCY : 01-26-025-72122	1,215.00
					<b>Total :</b>	<b>2,964.50</b>
202100	5/12/2023	019792 HANSON AGGREGATES MIDWEST INC	42157194		BED/BACKFILL U857-THORNTON L 60-00-000-73860	127.68
					63-00-000-73860	14.19
					01-26-023-73860	101.33
					70-00-000-73860	33.77
					64-00-000-73860	60.79
					<b>Total :</b>	<b>337.76</b>
202101	5/12/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	600299-H		BARCO CLICKSHARE C-10 WIRELE 01-16-000-74128	1,710.70
					<b>Total :</b>	<b>1,710.70</b>
202102	5/12/2023	020422 HENEGHAN, KYLE	050123		REIM: LUNCH 10 DAY CRASH INVE 01-17-220-72140	150.00
					<b>Total :</b>	<b>150.00</b>
202103	5/12/2023	001487 HOMEWOOD DISPOSAL SERVICE	8278371		30YD EXCHANGE-HAUL, DUMP CH 01-26-023-72890	432.20
			8291181		HWD TSF GARBAGE TONS	

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202103	5/12/2023	001487 HOMEWOOD DISPOSAL SERVICE	(Continued)		01-26-023-72890	916.50
					<b>Total :</b>	<b>1,348.70</b>
202104	5/12/2023	015090 IJOA	050223		IJOA/IDOA CONFERENCE REG FEE	
					01-17-205-72170	625.00
					<b>Total :</b>	<b>625.00</b>
202105	5/12/2023	005161 IL TACTICAL OFFICERS ASSN	04775		REGISTRATION FOR VINCE MURM	
					01-17-220-72140	235.00
					<b>Total :</b>	<b>235.00</b>
202106	5/12/2023	014828 ILLINOIS DEPART.OF AGRICULTURE	051023		STEVEN NEMCEK'S PESTICIDE AP	
					01-26-023-72720	60.00
			051023.		BRIAN BORCHERDING PERSTICIDI	
					01-26-023-72720	60.00
					<b>Total :</b>	<b>120.00</b>
202107	5/12/2023	020863 ILLINOIS LAW ENFORCEMENT	0000563		2023 ILLINOIS LEAP CONFERENCE	
					01-17-205-72170	349.00
					<b>Total :</b>	<b>349.00</b>
202108	5/12/2023	005379 KLEIN, THORPE & JENKINS, LTD	233521		LEGAL SVC ADMINISTRATIVE HEAL	
					01-14-000-72876	1,462.00
					<b>Total :</b>	<b>1,462.00</b>
202109	5/12/2023	018292 KNICKERBOCKER ROOFING & PAVING	20117376		WORK PERFORMED TINLEY FIRE :	
					01-26-025-72520	380.00
					<b>Total :</b>	<b>380.00</b>
202110	5/12/2023	017603 LAKESIDE CONSULTANTS	040123		APRIL '23 SERVICES INVOICE - PL	
					01-33-300-72790	12,417.50
			040323		MARCH '23 SERVICES INVOICE - P	
					01-33-300-72790	12,891.37
					<b>Total :</b>	<b>25,308.87</b>
202111	5/12/2023	021006 LAPLANT, NATHAN	050423		TOBACCO COMPLIANCE CHECK D	
					01-17-205-73875	60.00

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202111	5/12/2023	021006	021006 LAPLANT, NATHAN		(Continued)	<b>Total : 60.00</b>
202112	5/12/2023	012808	LYONS & PINNER ELECTRIC CO.	16416		
				VTP-019710	STREET LIGHT LPR CAMERAS 30-00-000-74604	9,386.00
					<b>Total :</b>	<b>9,386.00</b>
202113	5/12/2023	018877	MAINTSTAR INC	3041		
					ANNUAL SOFTWARE HOSTING FEI 01-33-300-72655	39,506.25
					<b>Total :</b>	<b>39,506.25</b>
202114	5/12/2023	020322	MASTER AUTO SUPPLY	15030-130541		
				15030-130548	WALKER CONVERTR, EXHAUST FL 01-26-024-72540	691.39
				15030-130632	AIR FILTERS STREET STOCK SNO 01-26-023-72530	369.52
					CORE RETURN: ORIG INV015030- 60-00-000-72540	-16.80
					63-00-000-72540	-5.60
					64-00-000-72540	-9.60
					<b>Total :</b>	<b>1,028.91</b>
202115	5/12/2023	020322	MASTER AUTO SUPPLY	6981-590225		
					FLEX FUEL TREATMENT - FIRE #15 01-19-000-72540	66.54
					<b>Total :</b>	<b>66.54</b>
202116	5/12/2023	006074	MENARDS	37842		
					WHITE MAG HOOKS 14# 2PK 60-00-000-72528	8.78
					63-00-000-72528	8.78
				37893	ACCESS PORT BRUSH-WH, 1G PV 01-26-025-72520	13.80
				37939	1/2" - 4X8 EXTRUDED R-3.0, PL PRI 01-26-025-72520	34.95
				37948	25' DIGITAL HDMI 01-26-025-72520	14.89
				37954	TOP FILL COOL HUMIDIFIER, COOI 01-17-205-73410	142.98
					01-26-025-73580	15.28
				37986	MF-IMPSKT 1/2 DR 6PT, HEX BOLT,	

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202116	5/12/2023	006074 MENARDS	(Continued)			
			37996		01-26-023-73840 4 OMM LAM STEEL 4PK, 1-7/8" COM	92.24
			38033		01-26-025-72520 1" X 30" FLEX MAGNET	31.89
			38047		01-41-056-73110 4 OMM LAM STEEL 4PK, 4 OMM LAI	14.36
			38099		01-26-025-72520 5IN1 SPRAYPAINT GL S YLLW, MF-I	26.41
					60-00-000-73410	279.37
					63-00-000-73410	31.04
					64-00-000-73410	133.03
					<b>Total :</b>	<b>847.80</b>
202117	5/12/2023	020938 MIDWEST MECHANICAL GROUP LLC	112139360		PROFESSIONAL PREVENTATIVE M 01-26-025-72520	736.00
					<b>Total :</b>	<b>736.00</b>
202118	5/12/2023	005746 MIDWEST TRANSIT EQUIPMENT INC.	X102153553:01		LATCH, CENTER CONTROL, BUT - 01-42-000-72540	79.98
					<b>Total :</b>	<b>79.98</b>
202119	5/12/2023	005856 MONROE TRUCK EQUIPMENT, INC.	341125	VTP-019896	ELECTRIC MOTOR FOR TARP UNIT 01-26-023-72530	560.42
					01-26-023-72530	26.95
					<b>Total :</b>	<b>587.37</b>
202120	5/12/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6162632001		QUAD-CUT DRILL BIT - FLAT WASH- 60-00-000-72540	84.28
					63-00-000-72540	28.09
					64-00-000-72540	48.18
					01-26-023-72540	160.55
					01-26-024-72540	80.28
					60-00-000-72540	6.83
					63-00-000-72540	2.27
					64-00-000-72540	3.92
					01-26-023-72540	13.02



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202120	5/12/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)			
			6162632003		01-26-024-72540 FLNG BOLT DROP SHIP - STOCK	6.53
			6162639001		01-26-023-72540 OE ORANGE CLEANER, BRAKE CL	18.27
					60-00-000-73870	18.09
					63-00-000-73870	18.09
					64-00-000-73870	15.51
					01-26-023-73870	51.69
					01-26-024-73870	25.85
					60-00-000-73870	5.09
					63-00-000-73870	5.09
					64-00-000-73870	4.37
					01-26-023-73870	14.55
					01-26-024-73870	7.29
					<b>Total :</b>	<b>617.84</b>
202121	5/12/2023	015386 MUNICIPAL GIS PARTNERS, INC	7035		GIS STAFFING SERVICE APRIL '23	
					01-16-000-72652	9,270.00
					60-00-000-72652	5,840.10
					63-00-000-72652	648.90
					64-00-000-72652	2,781.00
					<b>Total :</b>	<b>18,540.00</b>
202122	5/12/2023	018604 NAPA MONEE	210035		ALARM FOR VILLAGE BUS	
					01-42-000-72540	89.98
					<b>Total :</b>	<b>89.98</b>
202123	5/12/2023	015723 NICOR	06821610000		ACCT#06821610000 METER 276933	
					60-00-000-72511	75.03
					63-00-000-72511	75.03
					64-00-000-72511	64.31
			09977410001		ACCT#09977410001 METR 5146885	
					01-26-025-72511	421.25
			12213610004		ACCT#12213610004 METER#50313	
					01-26-025-72511	394.68

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202123	5/12/2023	015723 015723 NICOR	(Continued)		<b>Total :</b>	<b>1,030.30</b>
202124	5/12/2023	017646 NORTHEASTERN ILLINOIS REGIONAL	265	VTP-019939	ANNUAL CRIME LAB MEMBERSHIP 01-17-205-72750	83,101.00
					<b>Total :</b>	<b>83,101.00</b>
202125	5/12/2023	006370 O'HAGAN, TIMOTHY	042723		PER DIEM: INDIANAPOLIS FDIC CC 01-19-000-72170	1,265.84
					<b>Total :</b>	<b>1,265.84</b>
202126	5/12/2023	013096 PACE SYSTEMS INC	IN00049963	VTP-019927	STORAGE FOR BACKUP 30-00-000-74126	10,235.00
			IN00049964		30-00-000-74126	260.00
				VTP-019429	WIRELESS LINK MUSIC TO PD POS	150.00
				VTP-019429	01-16-000-74128	500.00
					<b>Total :</b>	<b>11,145.00</b>
202127	5/12/2023	006475 PARK ACE HARDWARE	070305/1		CUST#9404 INV# 070305/1 HOOK R	
			070349/1		01-19-000-72520	39.92
			070352/1		CUST#9404 INV#070349/1 LINR 18"	
					01-19-000-72530	107.11
					CUST#89143 IN#070352/1 BLCKSTN	
					60-00-000-73115	3.69
					63-00-000-73115	3.69
					64-00-000-73115	3.18
					01-26-023-73115	10.56
					01-26-024-73115	5.27
			70363/1		CUST#891432 INV#70363/1 SNIPS (	
			70368/1		01-26-023-73840	40.69
					CUST#89143 INV#70368/1 EXCHAN	
					60-00-000-72220	4.48
					63-00-000-72220	4.48
					64-00-000-72220	3.84
					01-26-023-72220	12.79
					01-26-024-72220	6.39
					<b>Total :</b>	<b>246.09</b>

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202128	5/12/2023	021012 PAVALON, LOUISE	Ref001435682		UB Refund Cst #00467167 60-00-000-20599	31.98
					<b>Total :</b>	<b>31.98</b>
202129	5/12/2023	017268 PETERSON JOHNSON & MURRAY	139167		4130.0001 LEGAL SVC VTP GENER 01-14-000-72850	62,822.14
			139169		4130.0022 LEGAL SVC NEW BREMI 27-00-000-72850	22,230.00
			139354		4130.0029 LEGAL SVC MENTAL HE, 20-00-000-72850	1,920.00
					<b>Total :</b>	<b>86,972.14</b>
202130	5/12/2023	014857 POLICE LAW INSTITUTE	14955		1 YR SUBSCRIPTION ILLINOIS MOI 01-17-220-72140	8,550.00
					<b>Total :</b>	<b>8,550.00</b>
202131	5/12/2023	019583 PRECISE MRM LLC	200-1042480		5MB FLAT DATA PLAN US WITH NA 01-26-023-72655	189.00
					<b>Total :</b>	<b>189.00</b>
202132	5/12/2023	019509 PRI MANAGEMENT GROUP	21411	VTP-019657	IN-HOUSE NIBERS TRAINING 01-17-220-72140	2,825.00
					<b>Total :</b>	<b>2,825.00</b>
202133	5/12/2023	013587 PROSHRED SECURITY	1159682		SERVICE 27" EXEC CONSOLE M 96 01-17-205-72750	93.28
					<b>Total :</b>	<b>93.28</b>
202134	5/12/2023	018110 PROVEN BUSINESS PRODUCTS	1030316		AMMENDED - MONTHLY CONTRAC 01-16-000-72756	512.80
					<b>Total :</b>	<b>512.80</b>
202135	5/12/2023	020282 QBF GRAPHICS GROUP	53273		INDIV WRAPPED BUTTERMINTS, A 01-41-045-72954	282.89
					<b>Total :</b>	<b>282.89</b>
202136	5/12/2023	006361 RAY O' HERRON CO INC	2268084		BASEBALL HAT FLEXFIT BLACK S/I 01-21-000-73610	73.05

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202136	5/12/2023	006361 RAY O' HERRON CO INC	(Continued) 2268726		POLO SS IMPACT GREY WMNS S, ' 01-21-000-73610	752.95
					<b>Total :</b>	<b>826.00</b>
202137	5/12/2023	016334 RUSH TRUCK CENTERS	3032279248		SCREW PUMP COVER M5- .8 X 25M 01-26-023-72540	29.97
					<b>Total :</b>	<b>29.97</b>
202138	5/12/2023	007453 SERVICE SANITATION, INC.	8592395		7566 FIREMAN TRAINING CENTER 01-19-000-72750	204.56
			8610604		7566 FIREMAN TRAINING CENTER 01-19-000-72750	203.77
					<b>Total :</b>	<b>408.33</b>
202139	5/12/2023	010956 SHARLEN ELECTRIC CO.	220343-3	VTP-019749	POST 20 FIBER OPTIC NETWORK 26-00-000-75707	10,599.24
					<b>Total :</b>	<b>10,599.24</b>
202140	5/12/2023	007105 SIDWELL CO., THE	SIDXT0005305		REISSUE OF COOK DIGITAL LEASE 60-00-000-73870	61.95
					63-00-000-73870	61.95
					64-00-000-73870	53.10
					01-26-023-73870	177.00
					01-26-024-73870	88.50
					<b>Total :</b>	<b>442.50</b>
202141	5/12/2023	019586 SIP WINE BAR INC	202355-1		RECEPTION FOR BENCHES ON O/ 01-35-000-72923	834.89
					<b>Total :</b>	<b>834.89</b>
202142	5/12/2023	015585 STALKER RADAR	418565	VTP-019822	SQUAD CAR EQUIPMEMNT- RADAI 30-00-000-74220	10,587.50
					<b>Total :</b>	<b>10,587.50</b>
202143	5/12/2023	007658 STATE TREASURER	63530		TRAFFIC SIGNAL MAINT HARLEM/1 01-26-024-72775	7,718.55

**vchlist**  
**05/11/2023 4:00:46PM**

**Voucher List**  
**Village of Tinley Park**

**Page: 21**

**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
202143	5/12/2023	007658 007658 STATE TREASURER	(Continued)		<b>Total :</b>	<b>7,718.55</b>
202144	5/12/2023	015452 STEINER ELECTRIC COMPANY	S007348610-001		MILW 48-22-3079 COMBINATION W 64-00-000-72525	182.68
			S007348610-002		RAB WP2XFU60 WALL PK WP2 AD. 64-00-000-72525	154.54
			S007353693.001		600V MIDGET FUSE, 500V MIDGET 01-26-024-73570	296.00
					<b>Total :</b>	<b>633.22</b>
202145	5/12/2023	011038 STEVE SPIESS CONSTRUCTION INC.	5241	VTP-019084	LAGRANGE RD SEWER, WATER M 26-00-000-75707	162,952.75
					<b>Total :</b>	<b>162,952.75</b>
202146	5/12/2023	021008 STRICKLER, WILLIAM THOMAS	050423		TOBACCO COMPLIANCE CHECK D 01-17-205-73875	60.00
					<b>Total :</b>	<b>60.00</b>
202147	5/12/2023	018878 SUPERION LLC	355966.		RAPID SOS INTERFACE LICENSE E 01-21-210-72655	75.00
					<b>Total :</b>	<b>75.00</b>
202148	5/12/2023	007297 SUTTON FORD INC./FLEET SALES	577906		PLUG RADIATOR DRAIN - POLICE S 01-17-205-72540	41.67
			577985		SOCKET ASY - POLICE #24A 01-17-205-72540	355.35
					<b>Total :</b>	<b>397.02</b>
202149	5/12/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A59772		LABOR CHARGES FOR BILLABLE F 01-26-025-72777	145.00
			A59791		LABOR CHARGES FOR BILLABLE F 01-26-025-72777	108.75
					<b>Total :</b>	<b>253.75</b>
202150	5/12/2023	020970 TERRY'S FORD	23403	VTP-019942	2022 FORD F450 DUMP W/ MONRC 30-00-000-74231	117,256.00
					<b>Total :</b>	<b>117,256.00</b>

vchlist  
05/11/2023 4:00:46PM

**Voucher List**  
**Village of Tinley Park**

Page: 22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202151	5/12/2023	004400 THE GORMAN GROUP, LTD.	050423		APPRAISAL SERVICES RENDERED 01-14-000-72790	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
202152	5/12/2023	013040 TINLEY PARK FIRE DEPT	042623		PETTY CASH REIMBURSEMENT: EI 01-19-020-72220	166.30
					<b>Total :</b>	<b>166.30</b>
202153	5/12/2023	007800 TK ELEVATOR CORPORATION	3007249101		ELEVATOR MAINTENANCE - 3 MON 01-26-025-72790	1,340.76
			3007250310		ELEVATOR MAINTENANCE - 3 MON 01-26-025-72790	942.64
					<b>Total :</b>	<b>2,283.40</b>
202154	5/12/2023	019712 TM TIRE CO INC	149672	VTP-019904	(8) LT245/75R17 TIRES UNIT 43/45 01-26-023-73560	1,335.52
					01-26-023-73560	25.00
					<b>Total :</b>	<b>1,360.52</b>
202155	5/12/2023	007930 TRANS UNION	04300261		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	152.64
					<b>Total :</b>	<b>152.64</b>
202156	5/12/2023	007657 TREASURER,STATE OF ILLINOIS	125554		PAYER #02258 OAK PARK AVE 33-00-000-75806	116,138.86
					<b>Total :</b>	<b>116,138.86</b>
202157	5/12/2023	020918 USABBLUEBOOK	352295	VTP-019919	SOIL PIPE CUTTER 60-00-000-73410	565.08
				VTP-019919	63-00-000-73410	62.79
				VTP-019919	64-00-000-73410	269.08
					60-00-000-73410	11.31
					63-00-000-73410	1.26
					64-00-000-73410	5.39
					<b>Total :</b>	<b>914.91</b>
202158	5/12/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 4/1-5/1/23 60-00-000-73220	644,855.35

Bank code :    apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202158	5/12/2023	006362 VILLAGE OF OAK LAWN	(Continued)		63-00-000-73220	595,251.09
					Total :	1,240,106.44
202159	5/12/2023	021007 WALKOSZ, DANIEL	050423		TOBACCO COMPLIANCE CHECK D	
					01-17-205-73875	60.00
					Total :	60.00
202160	5/12/2023	010165 WAREHOUSE DIRECT INC	5481365-0		PAPER - BEST VALUE 20LB 92 BRT	
					01-17-205-73110	859.35
					Total :	859.35
202161	5/12/2023	011055 WARREN OIL CO.	W1558225		N.I., GAS USED 4/18-5/1/23	
					01-17-205-73530	8,852.60
					01-19-000-73530	660.22
					01-19-020-73530	104.93
					01-21-000-73530	166.75
					60-00-000-73530	704.35
					63-00-000-73530	176.08
					64-00-000-73530	377.33
					01-26-023-73530	1,033.44
					01-26-024-73530	300.90
					01-33-300-73530	170.72
					01-12-000-73530	137.83
					01-14-000-73532	25.52
					01-14-000-73531	5,459.60
					01-42-000-73530	409.00
			W1558226		DIESEL FUEL USED 4/18-5/1/23	
					01-19-000-73545	2,157.31
					60-00-000-73545	86.20
					63-00-000-73545	21.55
					64-00-000-73545	46.18
					01-26-023-73545	1,710.61
					01-26-024-73545	129.93
					01-14-000-73531	1,370.40
					Total :	24,101.45



vchlist  
05/11/2023 4:00:46PM

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202162	5/12/2023	020506 WINDY CITY POPCORN AND SUPPLY	56172/7736		DOUBLE FROZEN DRINK MACHINE	
					60-00-000-72220	23.10
					63-00-000-72220	23.10
					64-00-000-72220	19.80
					01-26-024-72220	33.00
					01-26-023-72220	66.00
					Total :	165.00

92 Vouchers for bank code : apbank

Bank total : 2,083,534.25

Bank code :    ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4534	5/9/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	71.50
Total :						71.50
1 Vouchers for bank code :    ipmg						Bank total :    71.50
93 Vouchers in this report						Total vouchers :    2,083,605.75

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

**Interoffice**

# Memo

---

**Date:** May 16, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager

**Subject:** Engagement Letter – Griffin Williams McMahon & Walsh LLP (GWMW LLP)  
Special Counsel to the Village of Tinley Park

Attached is the Terms of Engagement for legal services letter between GWMW LLP and the Village of Tinley Park. Services rendered include legal services at the direction of the Village of Tinley Park corporate authorities. The fee schedule for this service is:

\$215.00 per hour for attorneys  
\$60.00 per hour for paralegals



GRIFFIN WILLIAMS McMAHON &amp; WALSH

*Attorneys and  
Counselors at Law*

Patrick J. Walsh

Direct: (630) 457-4242  
pwalsh@gwmwlaw.com**VIA EMAIL**

May 4, 2023

Mayor Michael Glotz  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477  
[mglotz@tinleypark.org](mailto:mglotz@tinleypark.org)

*Re: Legal Representation*

Dear Mayor Glotz:

Thank you for the opportunity to represent the Village of Tinley Park. The purpose of this letter is to inform you of the terms of the engagement of our office.

1. **Scope of Services.** This letter confirms that you have retained our law firm to perform various legal services at the direction of the Village of Tinley Park's corporate authorities.
2. **Firm Personnel.** I will be responsible for the supervision and handling of your services, but you are engaging the firm and not me individually. We will utilize paralegal staff to handle administrative tasks.
3. **Legal fees.** The Village of Tinley Park will be responsible for the payment of fees for work performed by firm personnel.  
  
For work performed by the firm on behalf of the Village of Tinley Park, the firm shall record and seek recovery for its work based upon its usual and customary rates for work of this kind, but no less than the following hourly rates: Work performed by Patrick Walsh, will be charged at the hourly rate of \$215.00 per hour. Work performed by paralegals will be charged at the hourly rate of \$60.00 per hour.
4. **Retainer.** N/A.
5. **Costs and Disbursements.** The Village will be responsible for the payment of all costs and disbursements reasonably incurred or made on the Village's behalf.
6. **Invoices.** As applicable.

7. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Village informed of the progress of the services we provide as our work progresses and would be pleased to discuss the preparation of periodic status reports. Please feel free to contact me at any time if you ever have questions about any aspect of our work in this regard.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

8. **Withdrawal.** Of course, our engagement is conditioned upon your full cooperation with my office in connection with the subject matter of the engagement. We will have the right to terminate our representation of the Village if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. However, such termination does not absolve the Village or responsibility to pay for services or costs and disbursements incurred prior to our receipt of notice of termination, or incurred subsequent to such notice but, in our view, reasonably necessary to withdraw from any further work. If we are terminated, we will give the Village a copy of our file for its new counsel upon payment of all litigation costs incurred and disbursements made by the firm on the Village's behalf, including the cost to photocopy the file.

9. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with work performed by the firm. Please note that any statement or estimate about such fees or costs other than the flat fee commitment stated herein is just that – an estimate. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.

10. **Binding and Entire Agreement.** This letter represents the entire agreement between us, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

If this letter reflects the Village's understanding, please sign, date and return a copy of this letter to me. We reserve the right to delay commencement of work until you have signed and returned this letter to us and to cease work if you do not sign and return a copy to us within fourteen (14) days. To the extent work has been performed prior to execution of this letter, the terms hereof will govern.

sWe appreciate the opportunity to work with the Village of Tinley Park and provide legal services. The Village of Tinley Park is a valued client of our firm and thank you for your confidence.

Very truly yours,

GRIFFIN WILLIAMS  
MCMAHON & WALSH, LLP.

By: \_\_\_\_\_  
Patrick J. Walsh, Esq.

Agreed: \_\_\_\_\_  
Mayor Michael Glotz  
As Mayor of the Village of Tinley Park

Date: \_\_\_\_\_



# Interoffice Memo

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**Date:** May 2, 2023

**To:** Village Board of Trustees

**From:** Kristin Thirion

**Subject:** The Lucky Hot Dog – Class T Liquor License

The petitioner, The Lucky Hot Dog, has approached the Mayor's Office seeking a Class T license for the food truck associated with their establishment at 8020 W 171<sup>st</sup> Street.

The Lucky Hot Dog is seeking a Class T liquor license to supplement their existing business operations amidst rising operational expenditures as well as to provide more options to customers. The food menu includes a variety of burgers, sandwiches, and side items.



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

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**ORDINANCE**  
**NO. 2023-O-015**

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**AN ORDINANCE INCREASING THE NUMBER OF CLASS “T” LIQUOR  
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (THE LUCKY HOT  
DOG, LOCATED AT 8020 W. 171<sup>ST</sup> STREET)**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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. 2023-O-015****AN ORDINANCE INCREASING THE NUMBER OF CLASS “T” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (THE LUCKY HOT DOG, LOCATED AT 8020 W. 171<sup>ST</sup> 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 “T” 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 “T” liquor licenses by one (1) authorized to be issued pursuant to this Ordinance;

**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 “T” licenses that can be issued by the Village shall be and is hereby increased from zero (0) to one (1) (this increase in the number of Class “T” liquor licenses reflects the availability of one additional Class “T” liquor license to be issued to The Lucky Hot Dog, 8020 West 171<sup>st</sup> Street).

## § 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	23
AV	14
AV-1	8
B	17
C	0
CV	3
D	3
DV	3
E	8
EV	11
F	1
G	4
I	1
J	1
K	3
L	3
N	3
O	1
OV	1
P	1
Q	N/A
R	1
S	2
T	0 <u>1</u>
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 16<sup>th</sup> day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16<sup>th</sup> day of May, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY 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. 2023-O-015, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “T” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (THE LUCKY HOT DOG, LOCATED AT 8020 W. 171<sup>ST</sup> STREET)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16<sup>th</sup>, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

VILLAGE CLERK

**Interoffice**

# Memo

---

**Date:** May 16, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager

**Subject:** Purchase and Sale Agreement – Fuentes Property

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Staff is recommending approval for the purchase of the Fuentes Property located at 17309-17311 and 17313 Oak Park Avenue, Tinley Park, IL 60477. The purchase price of the property is \$450,000.00.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2023-O-022**

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**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL  
COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE  
AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS  
17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS**

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

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

---

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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. 2023-O-022**

**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL  
COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE  
AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS  
17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS**

**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 (the “*Village*”), 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 purchase real property; and

**WHEREAS**, James T. Fuentes Lois T. Fuentes (the “*Sellers*”) own the property commonly known as 17309-17311 and 17313 Oak Park Avenue, Tinley Park, Illinois (the “*Property*”), and the Village wishes to enter into a Purchase and Sale Agreement with the Sellers to acquire the Property, a copy of said agreement is attached hereto and made a part hereof as **Exhibit A** (the “*Agreement*”); and

**WHEREAS**, the purchase price agreed to between Sellers and the Village is Four Hundred Fifty Thousand Dollars (\$450,000.00); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Tinley Park (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Agreement.

**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:** The *Agreement*, a copy of which is attached hereto and made a part hereof as **Exhibit A**, is hereby approved substantially in the form presented, with such necessary changes, as determined by the Village President. The Village President or his designees are hereby authorized to do all things and take all actions to enter into the Agreement with the Sellers, and to fulfill the terms of said Agreement and the intent of this Ordinance. This shall include the authority to pay to the Sellers the purchase price of Four Hundred Fifty Thousand Dollars (\$450,000.000).

**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:** This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

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

*[Intentionally left blank]*

PASSED THIS \_\_\_\_ day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of May, 2023.

---

VILLAGE PRESIDENT

ATTEST:

---

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’ CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-022, “AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING A PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS 17309-17311 AND 17313 OAK PARK AVENUE, TINLEY PARK, ILLINOIS” which was adopted by the President and Board of Trustees of theVillage of Tinley Park on the \_\_\_\_ day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal ofthe Village of Tinley Park this \_\_\_\_ day of May, 2023.

NANCY O’ CONNOR  
VILLAGE CLERK

**EXHIBIT A**

**PSA**

### **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the “Agreement”) is entered into between the City of Tinley Park, an Illinois municipality, of 16250 Oak Park Ave., Tinley Park, Illinois 60477 (the “Purchaser”), and James T. Fuentes and Lois T. Fuentes of ( “Seller”).

In consideration of and in reliance upon the mutual covenants and agreements set forth below, the parties to this Agreement agree as follows:

1. Agreement. Seller agrees to sell and, subject to the terms, conditions and contingencies set forth herein, Purchaser agrees to purchase the Subject Properties defined below.

2. Subject Property. The property that is the subject of this Agreement (the “Subject Properties”) consists of the following parcels:

Multi-unit building located at 17309-17311 & 17313 Oak Park Ave., Tinley Park, IL with PIN: 28-30-407-009-0000.

3. Purchase Price and Payment. The purchase price for the Subject Properties (the “Purchase Price”) shall be **Four Hundred and Fifty thousand and 00/100 (\$450,000.00) Dollars** and shall be at the time of Closing by wire-transfer to the title company serving as the closing agent. There will be no earnest money deposit.

4. Closing. The closing of the transaction contemplated in this Agreement (the “Closing”) shall take place at the Orland Park, Illinois, office of Fidelity National Title, on August 11, 2023 (the “Closing Date”) or sooner if agreed upon by the parties, provided that, at Purchaser’s sole discretion, Purchaser has completed its Due Diligence and Examination or has waived the right to do so. At the Closing, Seller and Purchaser shall execute and deliver to each other and the title insurer such items as may be reasonably requested by the other or the title insurer to consummate the Closing, including but not limited to the execution of all necessary forms from the title insurer to effectuate Closing. Seller shall also deliver to Purchase at Closing an Affidavit of Title in customary form.

5. Possession. Seller shall provide Purchaser with possession of the Subject Properties at immediately following the closing. Purchaser may at its sole cost and expense have the Subject Properties evaluated for any anticipated construction, provided that neither Purchaser nor any agent of Purchaser unreasonably interferes with Seller or any parties use of any part of the Subject Properties.

6. Conveyance. At the time of Closing, Seller shall transfer to Purchaser all of Seller’s right, title, and interest in and to all of the Subject Properties, including all improvements, appurtenances, hereditaments, mineral right and other rights that pertain to the Subject Properties, by delivering to Purchaser at Closing a fully executed, recordable, stamped Warranty Deed in form and substance satisfactory to counsel for Purchaser, subject only to the Permitted Exceptions defined below.

7. Title and Examination Period.

- a. Title. Within ten (10) days from the execution of this Agreement, Purchaser shall obtain, at Purchaser's sole cost and expense, a current title commitment from Fidelity National Title Insurance Company for the latest ALTA Form policy for the Subject Property, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "Title Commitment"), together with copies of all underlying documents referred to therein (the "Title Documents"), subject only to permitted exceptions. .
- b. Examination Period. Purchaser shall have ten (10) days after Purchaser's receipt of the Title Commitment and Title Documents in which to review Title Commitment and Title Documents together and in conjunction with one another (the "Examination Period"). In the event any item on the Title Commitment is unsatisfactory to Purchaser for any reason, Purchaser shall have until the end of the Examination Period to deliver to Seller, in writing, such objections as Purchaser may have to anything contained or set forth therein, including, without limitation, Purchaser's inability to obtain zoning, access, and contiguity title endorsements from the title company on terms acceptable to Purchaser, which endorsements Purchaser may elect to obtain as a condition precedent to Purchaser's obligation to close at Purchaser's expense. Any items shown on Title Commitment and Title Documents reviewed by Purchaser to which Purchaser does not object on or before the end of the Title Examination Period shall be deemed to be approved by Purchaser and shall be "Permitted Exceptions" (herein so called) for purposes of this Agreement. Seller shall use reasonable efforts to remedy or cure Purchaser's objections during the ten (10) day period following Seller's receipt thereof (the "Cure Period"). In the event Seller does not cure such objections prior to the expiration of the Cure Period, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after the expiration of the Cure Period. In the event of such a termination by Purchaser, this Agreement shall be without any further force or effect. Notwithstanding the foregoing, neither (i) the standard preprinted exceptions set forth in the Title Commitment, nor (ii) any matters reflected on Schedule B of the Title Commitment as liens, mortgages, or assignment of rents, and items which are designated by the Title Company as matters to be satisfied prior to or simultaneously with the Closing, shall constitute Permitted Exceptions; rather all of the same shall be discharged and satisfied by Seller prior to or simultaneously with the Closing.
- c. Title Policy. This Agreement is contingent upon Purchaser obtaining at the Closing, at Purchaser's sole cost and expense, an Owner's Title Policy without Purchaser being required to pay any rates, execute or fund any indemnities or to obtain any special endorsements other than those endorsements specified in paragraph 7.a and any other endorsements requested by Purchaser (the "Title Policy"). The Title Policy shall include a standard form extended coverage endorsement over all general exceptions on terms acceptable to Purchaser.
- d. Title Charges. Notwithstanding anything herein to the contrary, Seller shall be responsible for paying costs attributable to clearing objections to title, Seller's

closing protection letter, one-half of the title company's closing cost fee if Purchaser has no mortgage financing of the Subject Property, and the Illinois policy registration fee.

- e. Seller to Provide a Survey. Not less than ten (10) business days prior to the Closing, Seller shall obtain and deliver to Purchaser, at Seller's sole cost and expense, a Plat of Survey that conforms to the Minimum Standards of Practice for Boundary surveys, is dated not more than 6 months prior to the date of closing and is prepared by a professional land surveyor licensed to practice land surveying under the law of the State of Illinois. The Survey shall be sufficient to allow the Title Company to offer extended coverage over the standard exceptions one through five and shall show visible evidence of improvements, right of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. The Survey shall be certified to the Purchaser and Title Company.
- 8. Due Diligence.
  - a. Duration. The period commencing with the date upon which this Agreement has been executed by both Seller and Purchaser (the "Execution Date") and extending for four (4) weeks is the "Due Diligence Period." However, Purchaser may waive its rights under this section by notice to Seller or its attorney prior to the expiration of the Due Diligence Period.
  - b. Purchaser's Rights and Obligations. During the Due Diligence Period, Purchaser shall have the right, at Purchaser's sole cost and expense, to examine any and all matters in connection with the Subject Properties, including, without limitation, the physical and environmental condition of the Property (including but not limited to Phase I and, if warranted in Purchaser's sole discretion, Phase II environmental studies and reports). The matters set forth in the preceding sentence are hereinafter collectively referred to as the "Purchaser's Examinations." Seller agrees to reasonably cooperate with Purchaser during this process, including without limitation, executing any reasonably necessary documents related thereto, including without limitation the requisite Seller Questionnaire in connection with a Phase I environmental site assessment. If Purchaser determines, in Purchaser's sole and absolute discretion, that any of Purchaser's Examinations, or results relating thereto, are not, for any reason, satisfactory to Purchaser or are not conducive to Purchaser's plans or tentative plans for the use and/or development of the Subject Properties, the Purchaser may terminate this Agreement by written notice to Seller delivered at any time within five (5) days after the expiration of the Due Diligence Period (the "Termination Date"). In the event of such a termination by Purchaser on or prior to the Termination Date, this Agreement shall thereafter be without any further force or effect. Purchaser shall not provide Seller or any agent or representative of Seller with copies of or information relating to any reports or documents generated by Purchaser's investigations or inspections of the Subject Properties conducted during Purchaser's Due Diligence Period. In the event Purchaser does not exercise its right of termination and this transaction closes,



Purchaser agrees to accept the Subject Properties in “AS IS” condition.

- c. Inspection License. In connection with Purchaser’s Examinations and Approvals, Purchaser, and such agents as Purchaser, in its sole and absolute discretion, may designate, are hereby granted the right, license, and privilege, during the Due Diligence Period, to enter upon the Subject Properties at such reasonable times as Purchaser desires, for the purpose of performing Purchaser’s Examinations and Approvals. Purchaser shall hold Seller harmless and indemnify Seller (including payment of attorneys’ fees), its agents and employees for any injury to person or property to the extent arising out of the negligent acts or omissions of Purchaser, or its agents, while conducting any test or inspection of the Subject Properties.

9. Real Estate Taxes. The general real estate taxes shall be prorated to and including the date of Closing based on 105% of the most recent ascertainable full year tax bill. All general real estate tax proration shall be final as of Closing.

10. Conveyance Taxes. The parties acknowledge that, as Purchaser is a governmental entity this transaction is exempt from State, County and Village real estate transfer tax pursuant to 35 ILCS 200/31-45 (b). Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or Seller’s agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. The Transfer Tax Declaration may be filed via MyDec.

11. Seller’s Representations. Seller hereby covenants, represents and warrants to Purchaser as follows:

- a. Seller is the sole owner of the Subject Properties and has the full authority and legal right to make, deliver and perform this Agreement, and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery and performance of this Agreement.
- b. To the best of Seller’s knowledge, the execution, deliver and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a part or is bound, and will not violate any restriction, court order or agreement to which Seller is subject.
- c. Seller has received no written notice of any pending or threatened litigation or proceedings (including eminent domain or similar proceedings), with respect to the use, condition, or operation of the Subject Properties, and has not received any notice respecting any proposed change to the Subject Properties’ zoning or land use planning classification.
- d. Seller has no knowledge of and has received no written notice of any violations of laws or claims with respect to any environmental condition of the Subject Properties which have not been heretofore fully disclosed to Purchaser in writing or cured.

- e. Seller has no knowledge of the past or present presence in, on or under the Subject Properties of any material or substance defined as a “hazardous waste” under the federal Resource Conservation and Recovery Act of 1976 (“RCRA”), as a “hazardous substance” under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), or asbestos, or any underground storage tanks.
- f. During the period from the Execution Date to and including the Closing Date, Seller shall not, without the prior consent of Purchaser in each instance, (i) transfer or alienate any interest in the Subject Properties, (ii) enter into any lease, easement, contract, concession agreement, license agreement or other agreement (whether oral or written) relating to the Subject Properties, (iii) modify any of the Leases or agreements, or (iv) otherwise encumber or pledge the Subject Properties.
- g. Seller has received no written notice of any pending, threatened, or contemplated special assessments, special taxing districts, special service areas, or other special taxes which would affect the Subject Properties, including, without limitation, any pending, threatened or contemplated increases of any currently existing special assessments or special taxes.

The representations and warranties set forth in this paragraph 11 shall be true and correct at the time of Closing as well as on the Execution Date. Seller shall promptly notify Purchaser in writing in the event Seller has actual knowledge that any covenant, representation or warranty of Seller set forth above is not true and correct.

12. Conditions Precedent to Closing. Notwithstanding anything herein to the contrary contained in this Agreement, Purchaser shall not be obligated to close hereunder unless:

- a. Seller, at Purchaser’s sole cost and expense, shall provide Purchaser or its designee the Title Policy consistent with the Title Commitment required under the terms of this Agreement from the Title Company on the Closing Date;
- b. There is no material change in the condition of the Subject Properties, including any dumping of refuse or environmental contamination after the inspection of the Subject Properties by Purchaser during the Due Diligence Period;
- c. There exists no material breach of any of Seller’s covenants, representations, warranties or obligations contained herein;
- d. The other material conditions to Purchaser’s obligation to proceed to Closing expressly set forth herein shall be and remain satisfied;
- e. The Purchaser’s Examinations and Approvals shall remain satisfied as of the Closing Date;

In the event that any one or more of the foregoing contingencies shall not be satisfied or met by the Closing Date, Purchaser, at its option, may waive the satisfaction thereof or terminate this Agreement without liability to Seller.

13. Remedies.

- a. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within fourteen (14) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Purchaser to enforce the terms of this Agreement. The remedies set forth in this subparagraph a. shall be the sole and exclusive remedies of Seller in the event Purchaser shall be in default hereunder.
- b. In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within fourteen (14) days after Seller's receipt of written notice thereof, then purchaser may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Seller to enforce the terms of this Agreement. The remedies set forth in this subparagraph b. shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.
- c. The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

14. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by electronic transmittal transmission, with any such electronic transmittal transmission confirmed by next business day overnight deliver or messenger delivery. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by electronic transmittal at the electronic transmittal telephone number listed below:

Purchaser: Village of Tinley Park  
Attn: Patrick Carr  
16250 Oak Park Ave  
Tinley Park, IL 60477  
[Pcarr@tinleypark.org](mailto:Pcarr@tinleypark.org)

With copy to: Paul O'Grady  
Peterson, Johnson & Murray, LLC  
200 W. Adams Street, Suite 2125  
Chicago, IL 60606  
(312) 724-8035  
E-mail: [pogradey@pjmlaw.com](mailto:pogradey@pjmlaw.com)

Seller: James T. Fuentes and Lois T. Fuentes

With copy to: John Morrone  
Morrone & Morrone, P.C.  
12820 S. Ridgeland Ave., Unit C  
Palos Heights, IL 60463  
(708) 653-3151  
[john@morroneandmorrone.com](mailto:john@morroneandmorrone.com)

15. Non-Foreign Affidavit. Seller is not a foreign entity and withholding of federal income tax from the amount realized will not be made by Purchaser. At Closing, Seller shall deliver to Purchaser a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations.

16. Broker. Mona Gottwalt from Better Homes & Gardens is the designated listing agent for this property and their compensation is based on the commission structure outlined in the listing agreement with the Seller. Better Homes & Gardens will be paid pursuant to their listing agreement with Seller. The Purchaser will not be responsible for any commission fees.

17. Miscellaneous Provisions.

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- b. Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. Neither party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by

both parties.

- c. Attorneys' Fees. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.
- d. Costs. Purchaser shall bear the fees and costs of its Due Diligence, recording the warranty deed, and its own attorney fees. Seller shall be responsible for paying all costs and fees payable to the Title Company, the transfer tax, any other recording fees, lien release fees, and its own attorney's fees.
- e. Assignment. Purchaser shall not assign its right, title, interest, or obligations under this Agreement without Seller's prior written consent.
- f. Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

18. Execution in Multiple Counterparts and by Electronic transmittal. This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal. Immediately following the exchange of executed counterparts by electronic transmittal, the parties shall transmit signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

19. Personal Property. The Purchaser has agreed to allow the Seller to remove the following items of personal property from the premises prior to closing: Sprinkler System, Wooden decking and railings, lighting fixtures and fans, flooring, appliances, air-conditioners, gas fireplace in 17309 Oak Park Ave., Gas heating units in basement of 17309 Oak Park Ave. If the agreed upon items are not removed prior to closing, the Sellers agree to sign a waiver giving up any claim to the items remaining and that the Purchaser can dispose of such items as they see fit.

20. Relocation reimbursement. The Village of Tinley Park agrees to reimburse any current commercial tenants up to \$10,000.00 for reasonable and documented expenses related to the relocation of their business. The reimbursement will be provided within 30 days of receiving the tenant's request for payment and copies of receipts or other documentation supporting the expenses incurred. In order to be eligible for reimbursement, relocation of business must be within the corporate boundaries of the Village of Tinley Park. The relocation reimbursement is calculated on a per lease basis, not a per tenant basis.

21. Execution Date. As used herein, the “Execution Date” shall be deemed to be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

In witness whereof, the parties hereto have executed this Agreement as of the Execution Date.

Seller:

*James T. Fuentes*  
dotloop verified  
05/08/23 6:04 PM EDT  
OZZE-SE00-PQL6-ZEQW

*Lois T. Fuentes*  
dotloop verified  
05/08/23 6:02 PM EDT  
Q7XM-NQV2-CU8U-FTWG

Purchaser:

**Village of Tinley Park**, an Illinois municipality

By: \_\_\_\_\_  
**Michael W. Glotz**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Prepared by:

Paul O’Grady  
Peterson, Johnson & Murray, LLC  
200 W. Adams Street, Suite 2125  
Chicago, IL 60606  
(312) 724-8035  
E-mail: [pogradey@pjmlaw.com](mailto:pogradey@pjmlaw.com)

**Exhibit 1**  
**Depiction of Parcels**  
**28-30-407-009-0000**

**Exhibit 2**  
**Legal Description**

**LOT 10 (EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH A POINT ON THE WEST LINE OF SAID LOT, 85 FEET SOUTH OF THE NORTHWEST 1/4 THEREOF, SAID LINE BEING EXTENDED TO THE EASTERLY LINE OF SAID LOT 10) BLOCK 4 IN BREMEN, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 AND ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT 5 ACRES) IN SECTION 30 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**ALSO**

**THAT PART OF LOT 10 LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH POINTS RESPECTIVELY 85 FEET AND 115 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN BLOCK 4 IN BREMEN BEING A SUBDIVISION OF PART OF THE NORTH 1/2 AND ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT 5 ACRES) OF SECTION 30 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS OF SEC 31-36-13**





Interoffice

# Memo

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**Date:** May 16, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager

**Subject:** Purchase and Sale Agreement – Harmony Square Properties

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Staff is recommending approval for the purchase of the Harmony Square properties located at: 6706-6712 North Street, 6724 North Street and 6760 North Street/17329 S. Oak Park avenue. The sales price of the property is \$1,900,000.00.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE**

**NO. 2023-O-023**

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**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL  
COUNTIES, ILLINOIS, APPROVING AN ASSIGNMENT AND PURCHASE AND SALE  
AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS  
6706-12 NORTH STREET, 6724 NORTH STREET, and  
6760 NORTH STREET/17329 S. OAK PARK AVENUE, TINLEY PARK, ILLINOIS**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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. 2023-O-023**

**AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL  
COUNTIES, ILLINOIS, APPROVING AN ASSIGNMENT AND PURCHASE AND SALE  
AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS  
6706-12 NORTH STREET, TINLEY PARK, ILLINOIS**

**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 (the “*Village*”), 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 purchase real property; and

**WHEREAS**, Tinley Park Real Estate Investors, L.L.C. (the “*Sellers*”) own the property commonly known as 6706-12 North Street, 6724 North Street, and 6760 North Street/17329 S. Oak Park Avenue, Tinley Park, Illinois (the “*Property*”).

**WHEREAS**, Village wishes to enter into an Assignment of Contract with the initial buyer of this property, Tinley Park Main Street LLC. See Exhibit A, the Assignment of Contract (the “*Assignment*”) for the Property, which is attached hereto and made a part hereto. This Assignment will permit the Village to purchase the Property from the Sellers.

**WHEREAS**, once Assigned from the initial buyer, Tinley Park Main Street, LLC, to the Village, the Village may then purchase the Property from the Sellers pursuant to the attached Purchase and Sale Agreement, a copy of said Agreement is attached hereto and made a part hereof as Exhibit B (the “*Agreement*”); and

**WHEREAS**, the purchase price agreed to between Sellers and the Village is One Million Nine Hundred Thousand Dollars (\$1,900,000.00); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Tinley Park (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Assignment and Agreement.

**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:** The Assignment Contract, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved. The Village President or his designees are authorized to enter into the Assignment and to do all things and take all actions to enter into the Assignment Contract, and to fulfill the terms of said *Assignment* and the intent of this Ordinance.

**SECTION 3:** The Purchase and Sale Agreement, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby authorized and approved. The Village President or his designees are hereby authorized to do all things and take all actions to enter into the Purchase and Sale Agreement with the Sellers, and to fulfill the terms of said Agreement and the intent of this Ordinance. This shall include the authority to pay to the Sellers the purchase price of One Million Nine Hundred Thousand and 00/100 (\$1,900,000.00) Dollars.

**SECTION 4:** 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 5:** This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

**SECTION 6:** 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.

*[Intentionally left blank]*

PASSED THIS \_\_\_\_ day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of May, 2023.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY O' CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-023, "AN ORDINANCE OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING AN ASSIGNMENT AND PURCHASE AND SALE AGREEMENT FOR THE REAL PROPERTY COMMONLY KNOWN AS 6706-12 NORTH STREET, TINLEY PARK, ILLINOIS" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the \_\_\_\_ day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_ day of May, 2023.

---

NANCY O' CONNOR  
VILLAGE CLERK

**EXHIBIT A**

**ASSIGNMENT CONTRACT**

**EXHIBIT B**

**PSA**



**ASSIGNMENT OF CONTRACT**

**THIS ASSIGNMENT** (the "Assignment") to that certain Real Estate Purchase and Sale Agreement dated February 17, 2023 for the property located at 6706-12 North Street, 6724 North Street, and 6760 North Street/17329 S. Oak Park Avenue, Tinley Park, Illinois (the "Agreement"), is made and entered into by and between **Tinley Park Real Estate Investors, L.L.C.**, an Illinois limited liability company ("Seller"), and **Tinley Park Main Street, LLC**, an Illinois limited liability company ("Buyer"), and **Village of Tinley Park**, an Illinois municipal corporation, ("Assignee").

Buyer hereby assigns all their right title and interest to the Agreement to Assignee, and Seller hereby consents to said Assignment. "Buyer" shall hereby mean Village of Tinley Park, an Illinois municipal corporation.

All other terms and conditions of the Agreement shall remain in full force and effect.

Dated this 9th day of May, 2023.

**BUYER:**  
**TINLEY PARK MAIN STREET, LLC,**  
an Illinois corporation

By:   
Patrick J. Curran  
Its: President

**ASSIGNEE:**  
**VILLAGE OF TINLEY PARK,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Michael W. Glotz  
Its: Mayor

**APPROVED BY SELLER:**  
**TINLEY PARK REAL ESTATE INVESTORS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
David J. Denler  
Its: Manager

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_ day of February, 2023, (“Effective Date”), by and between **TINLEY PARK REAL ESTATE INVESTORS, L.L.C.**, an Illinois Limited Liability Company (“**TPREI**”), whose address is 20502 S. Cherry Hill Road, Joliet, IL 60433 (the “Seller”), and the **TINLEY PARK MAIN STREET, LLC**, an Illinois Limited Liability Company, having an office at 120 E. Ogden, Suite 23, Hinsdale, IL 60521 (the “Buyer”).

### ARTICLE I AGREEMENT OF PURCHASE AND SALE

For the consideration and upon the terms and conditions of this Agreement, on the Closing Date (as defined hereinafter), Seller shall sell to Buyer, and Buyer shall purchase from Seller that certain parcel of real estate consisting of approximately Per Survey, (identified by Property Identification Numbers 28-30-407-008-0000; 28-30-407-007-0000; 28-30-407-005-0000; and 28-30-407-010-0000) with street addresses of 6706-12 North Street, 6724 North Street, and 6760 North Street/17329 S. Oak Park Avenue (the “Property”), as a delineated on Exhibit A attached hereto., more particularly described in the legal description set forth in Exhibit A, attached hereto, together with all buildings and improvements located thereon, and all of Seller's right, title and interest in and to all easements, privileges and appurtenances pertaining thereto (collectively, the "Property")

### ARTICLE II PURCHASE PRICE; PAYMENT

2.1 **Purchase Price.** The purchase price (“Purchase Price”) for the Property shall be **One Million Nine Hundred Thousand and 00/100 (\$1,900,000.00) Dollars.**

2.2 **Payment.** The Purchase Price shall be payable as follows:

(a) Within five (5) business days after the Effective Date, Buyer shall deposit **Fifty Thousand Dollars** (the “Earnest Money”) with the Title Company (as hereinafter defined), for the Title Company or its affiliate to hold in a strict joint order escrow account for the mutual benefit of Seller and Buyer. The Earnest Money will be applied toward payment of the Purchase Price at Closing (as hereinafter defined) unless otherwise disposed of pursuant to the provisions of this Agreement. Buyer and Seller will each pay 50% of the cost of the strict joint order escrow. Within three (3) business days after the Effective Date, Seller and Buyer shall (or shall cause their attorneys to) execute the Title Company’s standard form of strict joint order escrow agreement, modified as necessary to comply with the provisions of this Agreement.

(b) At Closing, Buyer will pay to Seller, the balance of the Purchase Price, plus or minus prorations, and less other credits to which Buyer is entitled under the terms of this Agreement, in United States funds, by wire transfer of immediately available funds.

### **ARTICLE III**

#### **CONDITIONS PRECEDENT AND DUE DILIGENCE**

3.1 **Mortgage Financing.** The purchase of the subject property not contingent upon financing. In the event the Buyer chooses to finance the acquisition of the subject property in whole or part, the Seller shall cooperate fully with Buyer and Buyer's lender with regard to the production of documents and access to the property.

3.2 **Due Diligence.**

(a) Seller to Supply Documents. Not later than ten (10) days after the Effective Date, Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):

(i) All licenses or permits that any governmental authority has issued with respect to the Property.

(ii) Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.

(iii) Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.

(iv) Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.

(v) Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations, and ordinances, which Seller has received or maintains.

(vi) Any leases and other agreements with any party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any party.

(vii) Any agreements with any party whereby any license or easement or other rights to use all or any part of the property of such other party are granted to the owner or party in possession of the Property.

(viii) All contracts with third parties for the provision of services to the Property.

(ix) All certificates of occupancy issued by any governmental authority with respect to the Property.

(x) All plans and specifications pertaining to the buildings and improvements located on the Property.

(xi) All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.

(xii) All plats of survey of the Property.

(b) Buyer's Due Diligence. This contract is contingent upon Buyer having the right to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property that Buyer or Buyer's lenders deem necessary or desirable (collectively, the "Investigations"), within 45 days of execution of this contract ("the "Contingency Period"), all at the Buyer's expense, including, without limitation, the following:

(i) An environmental assessment of the Property in one or more phases, including the procurement and analysis of samples of soil, groundwater, surface water, indoor air, or any other environmental medium, and any building component or other material located at the Premises. Seller shall provide access and information to, and otherwise cooperate with, Buyer and Buyer's Agents in the environmental assessment. Buyer shall have the right to interview employees and representatives of Seller who have or may have knowledge of conditions and events relevant to the operating history or environmental condition of the Property.

(ii) Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment, and systems.

(iii) Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the Intended Use.

(iv) Approval by the Board of Trustees of the Tinley Park Main Street, LLC of the purchase of the subject property and enactment of and Ordinance authorizing the purchase of the property and execution of all necessary documents by the Mayor and Board of Trustees of the Tinley Park Main Street, LLC.

3.4 **Seller's Cooperation.** During the Contingency Period, Seller shall cooperate with Buyer in Buyer's efforts to conduct the Investigations and obtain the Zoning Changes and Permits and Seller shall grant to Buyer and Buyer's agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the cost of repairing any damage to the Property caused by Buyer or Buyer's agents, contractors, and inspectors in connection with such inspections.

3.5 **Buyer's Right to Terminate.** In the event that the Buyer determines, in Buyer's sole discretion that the results of the Buyer's Due Diligence are not satisfactory to Buyer and

notifies Seller within 10 days of the expiration of the 45-day Due Diligence period, Buyer may terminate this agreement and all earnest shall be returned to the buyer.

#### **ARTICLE IV TITLE AND SURVEY**

4.1 **Title Commitment.** Within ten (10) days after the Effective Date, Seller will deliver to Buyer a commitment for an owner's title insurance policy (2006 Form B) (Title Commitment") issued by a title company to be approved by the Purchaser (the "Title Company") in the amount of the Purchase Price, covering title to the Property on or after the Effective Date, showing title in the Seller, accompanied by all recorded documents affecting the Property, with full extended coverage.4.2 **Survey.** Purchaser shall receive a survey credit at closing for \$2,500.00. Buyer shall obtain an ALTA survey, if an Extended Coverage Endorsement is required by the Buyer.

4.3 **Correction of Title and Survey Defects.** Not less than ten (10) days prior to the last day of the Contingency Period, Buyer will notify Seller in writing of any objections that Buyer has to the Survey ("Survey Objections") and any exceptions contained in Schedule B of the Title Commitment that are not acceptable to Buyer (the "Unpermitted Exceptions"). Seller will have five (5) days after receiving Buyer's notice of Survey Objections and Unpermitted Exceptions to have the Unpermitted Exceptions removed from the Title Commitment and to correct Survey Objections, or to have the Title Company commit to insure against loss or damage that may be occasioned by the Unpermitted Exceptions and Survey Objections, and Seller will use its best efforts to have the Unpermitted Exceptions removed, Survey Objections corrected, or Unpermitted Exceptions and Survey Objections insured over. If Seller fails to have Unpermitted Exceptions removed, Survey Objections corrected, or Unpermitted Exceptions and Survey Objections insured over within said 5-day period, Buyer will have the right, on notice to Seller on or before the last day of the Contingency Period, to terminate this Agreement, in which event Buyer will be entitled to the immediate return of the Earnest Money. If Buyer does not terminate this Agreement on or before the last day of the Contingency Period, then at Closing Buyer will accept title subject to the Unpermitted Exceptions and Survey Objections that have not been removed, corrected, or insured over, with a reduction in the Purchase Price only for liens or encumbrances of a definite or ascertainable amount.

4.4 **General Title and Survey Provisions.** Seller will pay any fee the Title Company charges for issuing the Title Commitment, including any Seller's date down fee, and will also pay all premiums the Title Company charges for the Owner's title insurance policy, including extended coverage, and any endorsements needed to insure over Survey Objections or Unpermitted Exceptions. Seller will also pay any separate title examination charges and the recording fees for any mortgage or other encumbrance releases. Buyer will pay all loan policy premiums and recording fees for the deed conveying the Property and Buyer's mortgage documents, and any other title insurance endorsements that Buyer requests, including the Buyer's date down endorsement at card rates.

## ARTICLE V REAL ESTATE TAXES; TRANSFER TAXES

5.1 **Real Estate Taxes.** Seller shall pay, prior to or at Closing, all installments of real estate taxes on the Property that are due and owing on or prior to the Closing Date. Buyer shall receive a credit against the Purchase Price for all installments of real estate taxes on the Property for the calendar year immediately preceding the year in which the Closing Date occurs that are not yet due and owing as of the Closing Date. Real estate taxes for the calendar year in which the Closing Date occurs shall be prorated from January 1 of such calendar year to and including the Closing Date based on 105% of the latest available real estate tax bill and the Buyer shall receive an additional credit against the Purchase Price for the amount so calculated. At Closing, the Seller and Buyer will enter into a written agreement, in form acceptable to both, to reprorate real estate taxes when the amount of the actual taxes becomes known.

5.2 **Transfer Taxes.** Seller shall pay the State and County Transfer Tax as required by law. Any municipal transfer tax shall be paid by the party who is responsible for such payment by Ordinance.

## ARTICLE VI CLOSING

6.1 **Closing Date and Location; Escrow.** Seller and Buyer will close this transaction **on or before 90 days after the Effective Date (“Closing Date”)**. Closing shall take place at the offices of the Title Company, at a time mutually acceptable to Seller and Buyer. In this Agreement, the term “Closing” refers to the Seller’s conveyance of title to the Property to Buyer. Closing will take place through a New York style deed and money escrow with a title company approved by the Purchaser serving as escrow agent (the “Escrow Agent”). At or before the Closing, Seller and Buyer will execute the standard form of New York style deed and money escrow instructions then in use by the Escrow Agent, modified as necessary to conform to the terms of this Agreement. Seller and Buyer will each pay one-half (1/2) the escrow fee. Buyer will pay the cost of any separate money lender’s escrow.

6.2 **Seller’s Closing Documents.** At Closing, Seller will deposit with the Escrow Agent for delivery to Buyer, the following documents:

(a) A recordable general warranty deed, in form acceptable to Buyer’s counsel and the Title Company, conveying good and marketable title to the Property to Buyer in fee simple, with release of homestead rights, if applicable, free and clear of all liens and encumbrances, and subject only to Schedule B exceptions which Buyer does not list as Unpermitted Exceptions in accordance with Section 4.3, and any Unpermitted Exceptions and Survey Objections that Buyer has elected to accept by not terminating this Agreement pursuant to Section 4.3 (collectively, the “Permitted Exceptions”).

(b) An ALTA Owner’s Title Insurance Policy (Title Policy”) issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, ensuring that Buyer has marketable, good, insurable, and

indefeasible fee simple title to the Property, with extended coverage, subject only to the Permitted Exceptions.

(c)

(d) A duly executed Affidavit of Title, in customary form, attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that neither Seller nor Seller's agents have made any improvements to the Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.

(e) ALTA Statements, in form acceptable to the Title Company, executed by Seller.

(f) Executed real estate transfer tax declarations.

(g) Executed Closing Statement.

(h) Seller's affidavit that Seller is not a "foreign person" "foreign corporation," "foreign partnership," or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder.

(i) All documents the Title Company requires to issue the Title Policy, including extended coverage, and including but not limited to a corporate resolution empowering Seller's offer to sell the subject property.

(j) Executed tax reparation agreement.

(k) All equipment and building warranties in Seller's possession, together with an instrument assigning all of Seller's rights under and pursuant to such warranties to Buyer.

(l) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

6.3 Buyer's Closing Documents. At Closing, in addition to the balance of the Purchase Price as provided in Section 2.2 (b) hereof, Buyer will deposit with the Escrow Agent for delivery to Seller, the following documents:

(a) ALTA Statements in form acceptable to the Title Company, executed by Buyer.

(b) Executed counterpart of Seller's Closing Statement.

(c) Executed tax reparation agreement.

(d) A release of all Village of Tinley Park liens, charges, Lis Pendens notices, condemnation actions, fines and claims.

(e) A Stipulation to Dismiss pending Eminent Domain actions affecting the subject property.

(f) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

7.1 **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer the following:

(a) This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms.

(b) Seller owns good and marketable fee simple title to the Property, subject only to general real estate taxes not yet due and payable and matters of record that will be disclosed by the Title Commitment. Seller has the right and authority to perform hereunder without obtaining any consents from governmental authorities or others. The transactions herein contemplated will not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental entity or court to which Seller or the Property is subject. The execution, delivery and performance by Seller of this Agreement and any agreement referred to herein does not and will not violate, conflict with or result in a breach of or a default under, or give rise to any right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any indenture, contract, agreement, license, lease or other instrument to which Seller is a party or by which Seller or the Property is bound, nor will it violate any order, writ, injunction or decree applicable to Seller or the Property, nor will it conflict with or result in a default under any provisions of the articles of organization or incorporation, or other organizational documents of Seller.

(c) Seller has not entered into or incurred any liabilities, obligations, commitments, or agreements, including leases or service contracts, of any kind or character relating to or committing as to the Property, which would be or become a lien or encumbrance on the Property, or which will be effective with respect to the Property , after Closing.

(d) To the best of Seller's knowledge, there are no Hazardous Substances (as herein defined) located on or under the Property, except as disclosed in the 2007 asbestos report performed by Wight & Company, and the Property is in compliance with all applicable Environmental Laws (as herein defined). There are no orders, judgments, claims, suits, actions, or proceedings concerning or affecting the Property with respect to any Environmental Law. Seller has not received any notice of any threatened or pending suit, action or proceeding concerning the Property relating to any Environmental Law. There are no underground storage tanks located at the Property. Seller has not stored or disposed of any Hazardous Substances on, in or from the Property. As used in this Agreement, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants, or contaminants (including, without limitation, asbestos, petroleum products, and materials which include hazardous constituents) or



any similar substances or materials which are included under or regulated by any Environmental Law. "Environmental Law" shall mean and include all local, state, or federal laws, rules, orders, and regulations pertaining to environmental regulation or the use, processing, storage, disposal, generation or transportation of Hazardous Substances or any contamination, clean up or disclosure related thereto. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Super Fund Amendments and Reauthorization Act of 1986, the Resource, Conservation and Recovery Act, the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Safe Drinking Water Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Protection Act, as any of the foregoing has heretofore been or is hereafter amended, and any regulations promulgated with respect to any of such statutes.

(e) All leases are terminable prior to the date of closing and contain no options or rights of first refusal to purchase the property.

References in this Section 7.1 to Seller's "knowledge" shall be deemed to refer to the actual knowledge of Seller's members, managers, officers, directors, shareholders, employees, and agents.

7.2 **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller the following:

(a) The execution and delivery of this Agreement by Buyer and the performance by Buyer of all of its obligations hereunder, have been approved by all necessary company or legislative action. This Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(b) The execution, delivery and performance by Buyer of this Agreement and any agreement referred to herein does not and will not violate, conflict with or result in a breach of or a default under, or give rise to any right of termination, cancellation or acceleration with respect to, any of the terms, conditions or provisions of any indenture, contract, agreement, license, lease or other instrument to which Buyer is a party or by which Buyer is bound, nor will it violate any order, writ, injunction or decree applicable to Buyer, nor will it conflict with or result in a default under any provisions of the articles of organization or other organizational documents of Buyer.

7.3 **Survival of Representations and Warranties; Indemnification.** The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any applicable statutes of limitations. Seller and Buyer agree to defend, indemnify and hold each other (and the officers, directors, managers, members, employees, agents, successors and assigns of each of them) harmless from and against all liability, expenses, damages and losses

whatsoever, including reasonable attorneys' fees and court costs, resulting from any misrepresentation, breach of warranty, or breach of covenant made by the indemnifying party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to this Agreement.

## **ARTICLE VIII DAMAGE OR DESTRUCTION; CONDEMNATION**

8.1 **Damage or Destruction**. If, prior to Closing, the building or improvements located on the Property are damaged or destroyed, whether by an occurrence covered by insurance or otherwise, Buyer will have the option:

(a) of terminating this Agreement in which event Buyer will be entitled to recover the Earnest Money, and both parties will be relieved and released from any further obligation or liability hereunder.

(b) of completing the purchase in accordance with the terms of this Agreement, in which event Seller shall assign to Buyer the right to recover all insurance proceeds payable with respect to such damage or destruction.

Buyer's failure to exercise one of the aforementioned options by written notice to Seller within ten (10) days after Buyer's receipt of written notice of the amount of insurance proceeds, if any, that Seller's insurance carrier will pay with respect to such damage or destruction, will be conclusively deemed to be an exercise of its option to terminate this Agreement as set forth in clause (a) of this Section 8.1. If this Agreement is not terminated, then Closing shall occur on the later of: (i) the date provided for in Section 6.1; or (ii) the date which is thirty (30) days after Buyer receives notice of the amount of insurance proceeds, if any, that Seller's insurance carrier will pay with respect to such damage or destruction.

8.2 **Condemnation**. If, before the Closing Date, all or any part of the Property is condemned or taken by governmental or other lawful authority, or if a condemnation proceeding is commenced or threatened, Buyer will have the option:

(a) of terminating this Agreement prior to Closing, in which event Buyer will be entitled to recover the Earnest Money, and both parties will be relieved and released from any further obligation or liability hereunder.

(b) of completing the purchase of the Property in accordance with the terms of this Agreement, in which event all of the condemnation proceeds will be payable to Buyer, or if such proceeds are not then available, Seller shall assign all claims thereof to Buyer.

Buyer's failure to exercise one of the aforementioned options by written notice to Seller within ten (10) days after Buyer's receipt of written notice of such pending or threatened condemnation will be conclusively deemed to be an exercise of its option to terminate this Agreement as set forth in clause (a) of this Section 8.2. The Closing Date will be extended on a day-for-day basis if Buyer receives notice of such pending or threatened condemnation less than

ten (10) days before the Closing Date. Seller and Buyer each agree to forward promptly to the other any notice received pertaining to a taking of all or a portion of the Property.

## **ARTICLE IX POSSESSION; CONDITION OF THE PROPERTY**

Seller will deliver sole and exclusive possession of the Property to Buyer at Closing, free of any leases or tenancies or parties in possession, subject to the month to month tenancy of the tavern tenant. Because Seller has agreed to allow Buyer the opportunity to conduct a complete and thorough inspection of the Property during the Contingency Period, Buyer shall purchase the Property in its present (as of the Effective Date) physical condition "AS IS" (without, however, waiving any rights or remedies that Buyer may have for breach of any warranty by Seller expressly set forth in this Agreement) it being fully understood that except as specifically set forth herein, the Seller has made no warranties or representations of any kind pertaining to the Property, the condition thereof, or any other matter pertaining thereto.

## **ARTICLE X BROKERS; TENANTS**

10.1 **Tenant Estoppel Certificates.** On or before five (5) calendar days from the removal of the last contingency set forth in this letter, the Seller shall use its best efforts to obtain and deliver to the Purchaser Tenant Estoppel Certificates from any tenants occupying the premises.

10.2 **Brokers.** Both the Seller and the Purchaser shall agree that they have dealt with no other brokers other than per separate agreement with the Seller with regards to the Property. The Seller shall be responsible for any and/or all brokerage commissions due and payable per separate agreement with the Seller.

10.3 **Exclusive Dealing.** Until April 1, 2023, or the earlier termination of this Letter by mutual agreement of the Purchaser and Seller, Seller shall not enter into any agreement, discussion, or negotiation with, or provide information to any other firm, person, individual or broker to encourage, entertain or consider any inquiries or proposals with respect to the subject property. The seller warrants that all prior sales agreements pertaining to the property have been duly and fully terminated.

10.4 **Confidentiality.** Purchaser and Seller agree that all information pertaining to this transaction, and any information furnished by either party to one another shall be kept in strict confidence, and that each of the parties, their attorneys, and agents, shall not use the information for purposes of or in competition with the interests of the party giving the information. If for any reason the purchase of the property is not consummated, each of the parties will return all documents and materials to the other party within 15 days of the date hereof, and shall not retain copies, summaries, extracts, or reproductions thereof. TPREI may disclose the terms of this letter to the members of TPREI and their attorneys and will use its best efforts to urge the members to maintain the confidentiality of information as set forth herein.

## ARTICLE XI BREACH; REMEDIES

11.1 **Buyer's Breach.** If Buyer fails to perform any of Buyer's material obligations under this Agreement to be performed at or before Closing, and such failure continues for a period of ten (10) business days after written notice thereof from Seller to Buyer, Seller will be entitled to terminate this Agreement and retain the Earnest Money, as Seller's sole remedy and as liquidated damages. Seller and Buyer agree that in the event of Buyer's material breach of this Agreement, Seller's damages will be difficult to ascertain, and the amount of the Earnest Money is a reasonable estimate thereof.

11.2 **Seller's Breach.** If Seller fails to perform any of Seller's material obligations under this Agreement to be performed at or before Closing, and such failure continues for a period of ten (10) business days after written notice thereof from Buyer to Seller, Buyer will be entitled to all remedies available at law or equity at the time of Seller's breach including, without limitation, termination of this Agreement and return of the Earnest Money, specific performance, and the right to recover all other damages that Buyer will suffer as a result of Seller's breach hereof.

11.3 **Fees and Expenses.** In any litigation between the parties involving this Agreement or the transactions described herein, the prevailing party shall be entitled to recover from the non-prevailing party, the reasonable attorneys' fees, and court costs of the prevailing party in addition to any damages and other remedies awarded to the prevailing party. The provisions of this Section 11.3 shall survive Closing or the termination of this Agreement.

## ARTICLE XII MISCELLANEOUS

12.1 **Notices.** All notices permitted or required to be given hereunder shall be in writing and shall be either (i) personally delivered to the party; or (ii) sent postage prepaid by U.S. registered or certified mail; or (iii) sent by a reputable express mail company which guarantees next day delivery; or (iv) telefaxed to the party to the telefax number for such party set forth below; or (v) sent by electronic mail, at the following addresses:

If to Seller:	Tinley Park Real Estate Investors, L.L.C. ("TPREI") David Denler, Manager 20502 S. Cherry Hill Road Joliet, IL 60433 E-mail:
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With a copy to:	Flamm & Teibloom, LLC 21660 W. Field Parkway Suite 118 Deer Park, IL 60010 Attn: Mathew Flamm E-mail: <a href="mailto:mflamm@flamm.com">mflamm@flamm.com</a>
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If to Buyer: Tinley Park Main Street, LLC  
120 E. Ogden Avenue, Suite 23  
Hinsdale, Illinois 60521  
Attn: Patrick Curran  
E-mail: patcurran@westpointbuilders.com

With a copy to: David B. Sosin  
Sosin, Arnold and Schoenbeck, Ltd.  
9501 W. 144<sup>th</sup> Street, Suite 205  
Orland Park, IL 60462  
Phone: 708-448-8141  
E-mail: [dsosin@sosinarnold.com](mailto:dsosin@sosinarnold.com)

or to such other address, tele-facsimile number or e-mail address as a party may from time to time specify in writing to the other party in accordance with the terms hereof. Any such notice shall be deemed given and effective: (vi) with respect to personal delivery, immediately upon the party receiving same; (vii) three (3) business days after being deposited in a U.S. mail receptacle, if sent by U.S. registered or certified mail; (viii) one (1) business day after being deposited with a reputable express mail company which guarantees next day delivery; or (ix) if sent by telefax or electronic mail, when sent.

12.2 **Amendment.** This Agreement cannot be amended except by written instrument signed by both the Seller and the Buyer.

12.3 **Waiver.** No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other party, may, but will be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, term, or condition of this Agreement, all of which shall continue in full force and effect.

12.4 **Captions.** The captions of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement.

12.5 **Governing Law.** This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws (excluding the conflicts of laws principles) of the State of Illinois.

12.6 **Nominee.** Buyer shall have the right to direct Seller to convey title in the Property to Buyer's nominee, if any.

12.7 **Binding Effect.** This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12.8 **Prior Agreements.** This Agreement (including the Exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

12.9 **Time of the Essence.** Time is of the essence of the performance of each of the obligations of Seller and Buyer.

12.10 **Like Kind Exchange.** If either party desires to exchange, for other property of like-kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this contract, such party expressly reserves the right to assign his rights, but not his obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date. In such event, the other party shall, at no expense to such party, execute customary exchange documents, notices, and assignments to effectuate such exchange.

12.11 **Severability.** In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

12.12 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall be deemed to be one and the same instrument.

12.13 **Assignment.** Buyer shall have the right, upon notice to Seller, to assign this Agreement to any partnership, limited liability company or corporation of which Buyer is a partner, member, or shareholder, or with which Buyer is affiliated or under common control, provided that Buyer shall not be released or relieved of any of Buyer's obligations or liabilities under this Agreement.

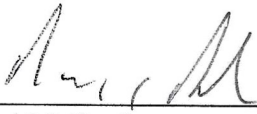
12.14 **Signatures.** Seller and Buyer agree that facsimile signatures have the same force and effect as originals.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the Effective Date.

**SELLER:**

**Tinley Park Real Estate Investors, L.L.C.**,  
an Illinois limited liability company

By:   
\_\_\_\_\_  
David J. Denler  
Its: Manager

**BUYER:**

**Tinley Park Main Street LLC**,  
an Illinois limited liability company

By: West Point Builders Inc., Its Manager

By: \_\_\_\_\_  
Patrick J. Curran, President  
West Point Builders Inc.

**EXHIBIT A****(Legal Description)****PARCEL 1:**

LOT 1 IN BLOCK 4 IN THE VILLAGE OF BREMEN, (NOW TINLEY PARK) A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6706 North Street, Tinley Park, IL 60477

Permanent Index No.: 28-30-407-008-0000

**PARCEL 2:**

LOTS 2 AND 3 IN BLOCK 4, VILLAGE OF BREMEN, A SUBDIVISION IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH RANGE, 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6712 North Street, Tinley Park, IL 60477

Permanent Index No.: 28-30-407-007-0000

**PARCEL 3:**

LOT 5 IN BLOCK 4 IN THE VILLAGE OF BREMEN (NOW TINLEY PARK) IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6724 North Street, Tinley Park, IL 60477

Permanent Index No.: 28-30-407-005-0000

**PARCEL 4:**

THAT PART OF LOT 10 LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH A POINT 115 FEET SOUTH OF NORTHWEST CORNER THEREOF IN BLOCK 4 IN BREMEN, BEING A SUBDIVISION OF PART OF THE NORTH HALF AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER EXCEPT 5 ACRES IN SECTION 30 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6760 North Street/17329 S. Oak Park Avenue, Tinley Park, IL 60477

Permanent Index No.: 28-30-407-010-0000





# Interoffice Memo

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**DATE:** May 12, 2023  
**TO:** Village Board  
**CC:** Hannah Lipman, Asst. Village Manager  
Dan Ritter, Community Development Director  
**From:** Pat Carr, Village Manager  
**Subject:** Harmony Square Development Agreement

## **BACKGROUND:**

Harmony Square development project will be constructed on approximately 6 acres. The \$60,000,000 project will include an adaptive plaza space that include open space, a concert stage seasonal fire pits, a splash pad for summer that converts into an ice rink during the winter, and a support building for skate rentals and a warming hut, as well as other amenities.

The development will also include a mixed-use five(5) story building initially including approximately 125 units, consisting of 62 multi-family and 63 townhome units, with associated parking, and in addition retail, and outdoor surface parking for parking as required by the final engineering plan as approved by the Village

Construction of the plaza will include infrastructure improvements and the reconstruction and beautification of North and South streets with brick pavers and the construction of a new road, Festival Street, connecting North and 173<sup>rd</sup> streets.

## **DISCUSSION and REQUEST:**

Staff is requesting board approval of the Harmony Square Development agreement and incentive. The project as proposed is a mixed-use development, to be developed and constructed in three (3) phases. Within three (3) months after satisfaction of the condition precedent as set forth in Section 7.3, the Developer agrees to apply for all necessary permits and approvals, including land use and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of Phase I of the Project, which shall be the West Point Harmony Square Phase. The entire project shall be completed within 36 months of the commencement of construction of Phase I of the project. Upon receipt of all required approvals, including approval of the Final Plans and permits for the Project from the Village and any other federal, state, regional or county agencies having applicable jurisdiction, the Developer shall commence construction of the Project within three (3) months, weather permitting.

The developer is requesting \$11,650,000.00 in total financial incentives.

1. \$2,550,000 in land transfers to be deducted from total incentive.
  - A. The project site includes parcels owned by the village of Tinley Park.
  - B. The Village will convey Village owned land to developer upon proof of secured bank financing of project area.
  - C. Conveyed land will have a value of \$2,550,000.00.
2. \$1,100,000 in project relocation/buildout costs.
  - A. Relocation costs up to \$600,000 for Durbins.
  - B. Relocation costs up to \$500,000 for Teehans.
3. \$8,000,000 cap on project area TIF eligible expenses in the New Bremen TIF District.
  - A. Developer will receive a portion of the project area TIF increment not to exceed \$8,000,000.00
  - B. Timeframe of current TIF will not exceed 2041.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2023-O-024**

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**AN ORDINANCE AUTHORIZING AND ADOPTING A DEVELOPMENT  
AGREEMENT FOR THE DEVELOPMENT OF HARMONY SQUARE IN  
THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS  
(North Street at Oak Park Avenue)**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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. 2023-O-024**

**AN ORDINANCE AUTHORIZING AND ADOPTING A DEVELOPMENT  
AGREEMENT FOR THE DEVELOPMENT OF HARMONY SQUARE IN  
THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS**

**(North Street at Oak Park Avenue)**

**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 dispose of personal property no longer useful to the Village; and

**WHEREAS**, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

**WHEREAS**, The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

**WHEREAS**, the Development Agreement, attached hereto as **Exhibit A**, authorizes the Developer to undertake the development of approximately 89 acres (the "Project"); and

**WHEREAS**, the Developer intends to develop the following permitted building functionality: mixed use five (5) story building, with street level commercial and residential uses above the first floor for the multi-family building, and town home units consisting of three stories with residential uses on all floors. The Project also contains a public parking lot. The total estimated cost of the Project is approximately Sixty Million dollars (\$60,000,000.00); and

**WHEREAS**, It is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the Redevelopment Plan.

**WHEREAS,** Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property but for certain tax increment financing (“TIF”) incentives to be provided by the Village and other municipal incentives in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the TIF incentives and other municipal incentives, to be provided by the Village, Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village.

**WHEREAS,** the Village has determined that it is desirable and in the best interest of the Village and residents thereof, to assist the Developer in the manner set forth herein and to enter into the Development Agreement as may be supplemented and amended.

**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:** The Village President or his designees are hereby authorized to approved and execute in substantially the form presented, with such necessary changes as determined by the Village President, the Development Agreement or such final Development Agreement, attached hereto as **Exhibit A**, and to do all things and take all actions to enter into a Development Agreement with the Developer, and to fulfill the intentions of said Development Agreement and this Ordinance, including but not limited to property transfers, TIF incentive payments, and property purchases as defined therein.

**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:** This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

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

*[Intentionally left blank]*

PASSED THIS \_\_\_\_ day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of May, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY O' CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-024, "AN ORDINANCE AUTHORIZING AND ADOPTING A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF HARMONY SQUARE IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (North Street at Oak Park Avenue)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the \_\_\_\_ day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_ day of May, 2023.

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NANCY O' CONNOR  
VILLAGE CLERK

**EXHIBIT A**

**HARMONY SQUARE DEVELOPMENT AGREEMENT**



## **HARMONY SQUARE DEVELOPMENT AGREEMENT**

This Development Agreement is made and entered into this 16<sup>th</sup> day of May, 2023 (“Agreement Date”), and titled HARMONY SQUARE DEVELOPMENT AGREEMENT (the “Agreement”) by and between the Village of Tinley Park, Illinois, an Illinois municipal home rule corporation (the “Village”), and Tinley Park Main Street LLC, an Illinois limited liability company, (the “Developer”), with its principal office at 120 E. Ogden Avenue, Hinsdale, IL 60521. (The Village and the Developer are sometimes referred to individually as a “Party” and collectively as the “Parties.”)

### **RECITALS**

The following Recitals are incorporated herein and made a part hereof.

**WHEREAS**, The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

**WHEREAS**, The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

**WHEREAS**, This Agreement relates to a portion of the redevelopment of approximately 89 acres, consisting of the several parcels of which are depicted on and legally described on hereto and made a part hereof (the “Property”).

**WHEREAS**, the Village authorized the preparation of a report, entitled “Village of Tinley Park, Illinois New Bremen Redevelopment Project Area Redevelopment Plan and Project” (the “Redevelopment Plan”) prepared by Ehlers and Associates, Inc. and dated March 2018, concerning the redevelopment of the New Bremen Redevelopment Project Area, including but not limited to the Property (“New Bremen TIF District”); and

**WHEREAS**, in accordance with the TIF Act, the Village conducted a public hearing with respect to the Redevelopment Plan and the redevelopment of the TIF District at a meeting of the President and Board of Trustees (the “Corporate Authorities”) held on April 3, 2018; and

**WHEREAS**, as part of the study of the redevelopment of the TIF District, the Village found that the improvements in the Property suffer from the following factors: obsolescence, deterioration, inadequate utilities, lack of community planning, and lagging equalized assessed value and determined that the area was a Conservation Area pursuant to the TIF Act; and

**WHEREAS**, to stimulate and induce redevelopment of the TIF District pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law (the “Enabling Ordinances”):

1. Ordinance Number 2018-O-004, passed on the 6<sup>th</sup> day of February 2018, fixing the time and place for a public hearing and joint review board meeting to consider the designation of a redevelopment project area and the approval of a redevelopment plan and project.
2. Ordinance Number 2018-O-015, passed on the 15<sup>th</sup> day of May 2018, designating the New Bremen Redevelopment Project Area, a redevelopment project area pursuant to the provisions of the Tax Increment Allocation Redevelopment Act.
3. Ordinance Number 2018-O-016, passed on the 15<sup>th</sup> day of May 2018, allocating tax increment financing for the New Bremen Redevelopment Project Area (“New Bremen TIF District”).
4. Ordinance Number 2018-O-017, passed on the 15<sup>th</sup> day of May 2018, adopting the New Bremen Tax Increment Financing.

**WHEREAS**, Developer intends to develop the Property which is located in the Downtown Core Zoning District as set forth and created by adoption of the 2011 Legacy Code. The Project is intended to contain the following permitted building functionality mixed use five (5) story building with Street level commercial and residential uses above the first-floor parking, and town home units consisting of three stories with residential uses on all floors. The Project also contains a public parking lot. The Total Estimated Cost of the Project is approximately Sixty Million dollars (\$60,000,000.00).

**WHEREAS**, It is necessary for the successful completion of the Project (as defined in Article Two below) that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the Redevelopment Plan.

**WHEREAS,** Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property but for certain tax increment financing (“TIF”) incentives to be provided by the Village and other municipal incentives in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the TIF incentives and other municipal incentives, to be provided by the Village, Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village. The Village has determined that it is desirable and, in the Village’s, best interests to assist the Developer in the manner set forth herein and as this Agreement may be supplemented and amended.

**WHEREAS,** The Village, in order to stimulate and induce development of the Property, has agreed to finance certain Redevelopment Project Costs (as defined in Article Two below) through Incremental Property Taxes (as defined in Article Two below), all in accordance with the terms and provisions of the Act and this Agreement.

**WHEREAS,** This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

**WHEREAS,** This Agreement has been submitted to the Members of the Developer for consideration and review, the Members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

## **ARTICLE ONE** **INCORPORATION OF RECITALS**

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations, and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

## **ARTICLE TWO** **DEFINITIONS**

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

**“Act”** means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq., as supplemented by the Local Government Debt Reform Act, as amended, and the home rule powers of the Village.

**“Agreement”** means this “Harmony Square Development Agreement”.

**“Change in Law”** means the occurrence, after the Agreement Date, of an event described in Section (a) below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and (ii) such event is not caused by the Party relying thereon:

(a) Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village); or (iii) the adoption promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village).

**“Code”** means the United States Internal Revenue Code of 1986, as amended.

**“Collector”** means the officer or officers of the County of Cook, Illinois, who is or are at the time obligated under applicable law to collect and pay over to the Village the Incremental Property Taxes pursuant to and in accordance with the Act.

**“Corporate Authorities”** means the President and Board of Trustees of the Village of Tinley Park, Illinois.

**“Developer”** means Tinley Park Main Street LLC, an Illinois limited Liability Company, or any successor in interest thereof.

**“Final Plans”** means the detailed plans for the Project (in its entirety including all improvements and not merely the building(s) themselves) as approved by the Village prior to the issuance of any building or other permits for the development, or as amended by the Developer and approved by the Village thereafter.

**“Harmony Square Plaza”** means the public entertainment park to be developed by the Village of Tinley Park.

**“Incremental Property Taxes”** means that portion of the ad valorem taxes, if any, attributable to the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation (“EAV”) of the taxable lot, block, tract or parcel of all portions of the Property in the TIF District over and above the total Initial EAV of the Property, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, which is attributable to the Property and includes any replacement, substitute or amended taxes.

**“Initial EAV”** means the calendar year 2021 equalized assessed value of the Property certified by the County Clerk of Cook County.

**“Net Incremental Property Taxes”** means that portion of the Incremental Property Taxes remaining after those payments required to be made to the applicable public school districts based upon State law and/or any agreements entered into between the Village and said school district or school districts, payments to any other taxing jurisdictions which are required under applicable State law, payments on any applicable debt obligations (i.e., payable from the New Bremen TIF District Project area revenues), and after deduction of administrative expenses of the Village.

**“Note”** means the Tax Increment Financing Reimbursement Note, attached hereto as **Exhibit VIII**.

**“Party”** means the Village and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

**“Preliminary Engineering Plans”** mean the engineering plans dated and prepared by WMA Engineering.

**“Property”** means those parcel(s) legally described on **Exhibit 1** upon which the Project will be implemented and constructed.

**“Real Estate Sale Provisions”** means those provisions set forth in **Exhibit III** attached hereto and made a part hereof.

**“Redevelopment Plan”** means the “Redevelopment Plan” (as identified in Paragraph D of the Recitals) for the TIF District as approved by Village.

**“Redevelopment Project Costs”** means those qualified redevelopment project costs authorized by the Act and this Agreement.

**“Site Plan”** means the plan entitled “HARMONY SQUARE MASTER PLAN” as of May 3, 2023.

**“State”** means the State of Illinois.

**“Teehan/Durbin Tavern Redevelopment”** means the redevelopment of the Teehan Tavern location of the Property.

**“TIF District”** means the New Bremen Tax Increment Redevelopment Project Area of the Village.

**“TIF Eligible Expenses”** means costs of the Project to be paid or reimbursed by the Village as provided in this Agreement.

**“TIF Fund”** means all revenue from the special allocation fund known as the New Bremen Tax Increment Redevelopment Project Area of the Village.

**“TIF Ordinances”** means all Ordinances adopted by the Village relating to the establishment or amendment of the New Bremen TIF District as further delineated in the Recital to this Agreement.

**“Uncontrollable Circumstance”** means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
  - (i) a Change in Law;
  - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war, or naval blockade;
  - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or another similar act of God;
  - (iv) governmental condemnation or taking other than by the Village;
  - (v) strikes or labor disputes, or work stoppages not initiated by the Developer;
  - (vi) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement; or
  - (vii) unknown or unforeseeable geo-technical or environmental conditions;
  - (viii) major environmental disturbances;
  - (ix) vandalism; or
  - (x) terrorist acts.

Uncontrollable Circumstance shall not include economic hardship; unavailability of materials (except as described in b (vi) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

**“Village”** means the Village of Tinley Park, Illinois, an Illinois home rule municipal corporation.

**“West Point At Harmony Square”** shall consist mixed use five (5) story building with Street level commercial and residential uses above the first floor, parking and townhomes all totaling, 125 units, consisting of 62 multi-family and 63 townhome units, , and outdoor surface parking for parking as required by the final engineering plan as approved by the Village.

### **ARTICLE THREE** **CONSTRUCTION**

This Agreement, except where the context by clear implication shall otherwise require, shall be construed, and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction, or effect hereof.
- (d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use that were mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- (e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (f) The Corporate Authorities, including appropriate Village Boards and Commissions as authorized under to Village Code, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer and Village are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and Village as having been properly and legally given by the Developer or Village as the case may be.

- (g) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Patrick Curran a Manager of the Developer, as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an “Authorized Developer Representative”). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18.3.

#### **ARTICLE FOUR** **DEVELOPMENT PLAN**

The Developer has proposed, and the Village has agreed that the development proceed in three phases:

Phase 1: West Point at Harmony Square Townhome Development

Phase 2: Teehan/Durbin Tavern Redevelopment

Phase 3: Mixed Use five (5) story building with Street level commercial and residential uses above the first-floor parking

#### **ARTICLE FIVE** **DESIGNATION OF DEVELOPER**

Except as otherwise specifically provided in, the Village hereby designates Developer as the exclusive developer for the Project on the New Bremen Redevelopment Project Area, subject to the terms of this Agreement and only so long as Developer is not in default in relation to this Agreement after the expiration of all applicable cure periods. The Village hereby represents to Developer that the Village has, to the best of its knowledge, taken in good faith, all necessary actions and has complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Developer as the exclusive developer for the Project on the Property.

#### **ARTICLE SIX** **DEVELOPMENT OF THE PROPERTY**

**6.1 Acquisition of Property.** The Developer has contracted to purchase four parcels of land on North Street, listed on Exhibit IV to this Agreement from the current owners for a purchase price of One Million Nine Hundred Thousand dollars (\$1,900,000.00). The Developer has assigned its purchase rights to the Village prior to closing at the request of the Village.



**6.2 Prior Village Acquisitions.** The Village has previously acquired several adjoining parcels located on North Street as listed on Exhibit VI.

**6.3 Harmony Square Assemblage.** Together the parcels listed in Section 6.1, 6.2 and 6.3 of this Agreement compromise the Harmony Square Development Project, which is the subject of this Agreement.

**6.4 Zoning.** The Developer has previously submitted plans to the Village Staff which the staff has found in substantial compliance and suitable for recommendation to the Plan Commission and Village Board for approval and necessary rezoning of vacated parcels.. The Developer shall take all necessary steps and participate in all required hearings before Village Boards and Commissions. The parties acknowledge that the property located on North Street is zoned under the DC zoning classification which permits development of the Developer's multistory rental building as planned. The parties also acknowledge that the School Property is zoned under the DG zoning classification, which allows the Developer's planned townhome development, as planned. Following all required public hearings and meetings and concurrently with the Approval of this agreement the Village Board shall consider such other zoning approvals and requirements. Following the approval of this Agreement and any zoning requirements, the Developer shall promptly proceed to complete all final engineering and other plans (the "Final Plans") for approval by the Village of the Project, with said Final Plans to be in substantial conformity with the Exhibits 6.1, 6.2 and 6.3 inclusive.

**6.5 Village Incentives.** Following Village Board approval and Village execution of this Agreement on or about May 16, 2023, the Village will thereafter incentivize the Project for the acquisition of Project property and development costs as follows:

The Village will be transferring property it owns to the Developer the Village has valued the property to be deeded to the Developer at Two Million Five Hundred Fifty Thousand (\$2,550,000.00) Dollars.

The Village will make TIF funds for relocation fees available to the Developer as follows:

If Durbin's relocates within the Project area, the Village will pay up to Six Hundred Thousand dollars (\$600,000) in relocation costs to the Developer.

If Teehan's business relocates within the Project area, the Village will pay up to Three Hundred Thousand dollars (\$300,000) in relocation costs to the Developer.

The Village will pay the Developer up to Two Hundred Thousand dollars (\$200,000) to the Developer for TIF eligible prospective relocation costs for the Teehan Tavern business, following Developer's payment to said business. Developer agrees to enter into a relocation agreement with Teehan's Tavern and make payment under said relocation agreement within 180 days of the date of this Development Agreement but no sooner than October 2, 2023.

All the Village Incentives above are included in the total Village Project incentive costs and will be deducted from the overall Eleven Million Six Hundred Fifty Thousand dollars (\$11,650,000) in estimated Village Project incentives, including the value of the land deeded to the Developer. All of the above Village Incentives are also subject to the Village's Fiscal Policies Manual of 2011.

**6.6 Vacation of Parcels and Alleviation of Encroachments.** The Village shall vacate portions of the Village owned property and use its best efforts to remedy such encroachments as identified, if required to implement the final approved plan.

**6.7 Development Schedule.** The project as proposed is a mixed-use development, to be developed and constructed in three (3) phases. Within three (3) months after satisfaction of the condition precedent as set forth in Section 7.3, the Developer agrees to apply for all necessary permits and approvals, including land use and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of Phase I of the Project, which shall be the West Point at Harmony Square Townhome Phase. The entire project shall be completed within 36 months of the commencement of construction of Phase I of the project. Upon receipt of all required approvals, including approval of the Final Plans and permits for the Project from the Village and any other federal, state, regional or county agencies having applicable jurisdiction, the Developer shall commence construction of the Project within three (3) months, weather permitting. If the Project has not been commenced within twelve (12) months after the last approval or permit is received, all such permits, approvals, variances and waivers for the Property and Project shall be immediately revoked and of no further force and effect (subject to the notice and curia provisions in this Agreement). Developer shall have the right to apply for a three (3) month extension of the time in which Developer shall have to commence construction pursuant to this Agreement or any permits issued by the Village if market conditions render commencement of such construction economically infeasible. The Village shall not unreasonably withhold approval of such an extension. Notwithstanding the foregoing, in the event any delays in permitting, plan review or change orders are caused or initiated by the Village, its staff, or professionals, the schedule, and completion dates shall be adjusted accordingly.

**6.8 Site Plan.** The Property shall be developed by Developer in substantial conformity with the-Site Plan (as defined and identified in Article Two above) attached hereto and hereby made a part hereof as **Exhibit VII** and in substantial conformity with the approved (by the Village) Final Plans. In addition, the exterior of the building, including exterior building materials, shall be constructed by Developer in substantial conformity with all Exhibits attached to this Agreement and such variations granted by the Village Board.

**6.9 Model and Rental Center.** Developer shall maintain model units and a rental office on the Property.

**6.10 Improvements.** Plans for all general site improvements, including but not limited to streets, parking, street and parking lot lighting, architecture, sign requirements, streetscape and street furniture, storm water facilities, alleys and driveways, parking facilities, landscaping in accordance with approved landscape plans, together with all general engineering plans for the

entire Project, must be submitted to and shall be subject to the approval of the Village. The multi-story building shall be protected from fire by an automatic sprinkler system, which sprinkler system, including number of sprinkler heads, location of sprinkler heads and type of sprinkler system, must be approved by the Village. The townhome units shall likewise be protected from fire by an automatic sprinkler system, which sprinkler system, including number of sprinkler heads, location of sprinkler heads and type of sprinkler system, shall be designed as agreed by the professionals of the parties, to take into account both the safety of occupants and the reasonable costs of installation. All site and building improvements must be in accordance with the applicable codes and ordinances of the Village as they exist from time to time during the construction of the Project except as to zoning and building code provisions that the Village has granted variations from.

**6.11 Permitted Uses.** Permitted uses shall be all of the functionalities and permitted building types as set forth in Section 2 Table 2.A. 1 of the Downtown Core Zoning District all as set forth in the Final Plans and the Site Plan.

The Developer and the Village agree that it, and any successor operator of the commercial component of the Project shall always maintain a mix of uses so that the entire Project complies with the parking standards set forth in Section 2 Table 2A, 1 of the Downtown Core Zoning District. The Developer further agrees that all times during the Project development and operation to have residential parking units equal to the number of residential units constructed (“One to One Parking”).

**6.12 Prohibited Uses.** The Developer agrees to not lease to or otherwise sell or allow to operate on the Property or in the Project any use specifically prohibited, (or any similar or comparable use to any specific prohibited use), by the Legacy Code of 2011 as incorporated in the Tinley Park Zoning Ordinance, and specifically as provided for in Section 3.A and Table 3.A.2 of the Legacy Code. Further, said prohibition of said uses shall be a covenant running with the land and binding on all future owners, tenants, and assignees of any kind.

**6.13 Residential Units.** The Developer may construct a maximum of 125 units, consisting of 62 rental units in the mid-rise building and 63 in the townhome units on the School Property and Teehan Redevelopment sites.

**6.14 Residential Units - Standards.** If the residential units are initially marketed as apartments for rent and not condominiums, the following provisions shall apply:

- (a) Each residential unit (apartments) shall be of condominium quality construction, shall fully comply with all Village building codes and regulations, and at-a minimum shall include the following minimum finishes and improvements, and no additional rent shall be charged for their inclusion and no prospective tenant/owner shall be allowed an option to have his/her rent reduced by elimination of one or more of the following:

- (i) All new kitchen appliances (including, at a minimum, an oven, stove, refrigerator, microwave oven, dishwasher, and garbage disposal) Granite or Quartz countertops for all bathroom and kitchen countertops.
- (ii) Upscale cabinets (to be chosen by Developer .
- (iii) Double hung windows or other windows.
- (iv) Hard floor surfaces and flooring materials in all rooms.
- (v) Each unit shall have its own separate laundry room and be equipped with a new washer and dryer.

**6.13 Public Restrooms.** Developer agrees to construct public use restrooms as part of the Project, at an estimated cost of Three Hundred Thousand dollars (\$300,000.00). Maintenance, construction and repair of these restrooms shall be an ongoing obligation of subsequent landowner(s) of Project property as evidenced by the Recording of this Agreement. The Parties intend by this Section that restroom maintenance is a covenant that runs with the Project land. Restrooms must be maintained in compliance with federal and state standards for such facilities, as determined by the Village. In the event that owners or tenants fail to maintain the restrooms as required herein, the Village may undertake to maintain, repair or remodel said restrooms at the expense of the then owners. Such public restrooms must be available for use by the public on weekdays from 7 a.m. to Midnight, and during holidays and special events. The Village Public Works shall be provided with key access to the restrooms.

**6.14 Concessions Stand.** Developer agrees to install, operate and maintain a concession service and concession space for pick-up/carry-out food service on the north side of the Project. This will include at least a service window, and will remain an ongoing obligation of subsequent landowner(s) of the Project Property as evidence by the Recording of this Agreement. The Parties intend by this Section that the concession service is a covenant that runs with the Project land. Such concessions must meet minimal health standards, provide food services weekdays from \_\_\_\_ to \_\_\_\_, and during holidays and special events. Food variety and quality shall be determined by agreement of the parties. If owners or tenants fail to maintain the concessions as required herein, the Village may undertake to operate and maintain said concession services at the expense of the then owners.

**6.15 Maintenance by Tenants.** If the Developer or its successors or assigns shall lease the facility in which such Public Restrooms or Concession Stand is located, the Developer or its successors or assigns shall have the right to delegate the maintenance or such facilities as provided in Sections 6.13 and Section 6.14 above. Such delegation of responsibility shall relieve the Developer or its successors or assigns from the responsibility of maintenance as long as the tenant performs such duties.

## **ARTICLE SEVEN**

### **DEVELOPER'S COVENANTS AND AGREEMENTS**

**7.1 Developer's Redevelopment Obligations.** Subject to the conditions and terms set forth in this Agreement, the Developer is hereby required to construct all the public improvements designated on **Exhibit 8** (the "Public Improvements"), and **Exhibit 8 A II** (the Harmony Square ROW Infrastructure Improvements).

Subject to Village Board approval, the Village will fund up to the actual and final construction costs of the Harmony Square Public Improvements as set forth on **Exhibit 8 A II** when and as billed to the Village, based upon competitive bidding and Village approvals to be conducted by the Village in accordance with its ordinances and procedures. Any Village funding will be provided only upon Village acceptance of such Public Improvement after inspection and/or completion and upon satisfactory (to the Village) documentation being submitted to the Village in accordance with Section 7.9(e) below by Developer, and billed monthly to the Village and payable within fifteen (15) days of billing

To the extent public improvements undertaken by the Developer, the Developer shall construct the Public Improvements with procedures required by the Prevailing Wage Act (the "Act") of the State of Illinois, as amended, all at the Village's expense. If Developer fails to comply with the Act the Village need not reimburse the Developer for any portion of the Incentive Amount equal to the cost of the work which was not in compliance with the Act. Developer shall provide the Village, at the Village's request or otherwise in compliance with the Act, with all documents necessary to show compliance with the Act.

Multiple Bids/Proposals. The Village can require that the Developer solicit up to three bids for any of the Public Improvements, and may require at least three proposals should the costs exceed the Six Million Four Hundred Thousand Dollar (\$6,400,000.00) of **Exhibit 8 A II**.

Developer Decision with Consent. The Developer reviews competitive bids and submits and recommends to the Village for approval. The contract can be executed with the consent of the Village.

Developer Contracts and Supervises. The developer coordinates all aspects of the construction and oftentimes blends work in with private property improvements in a way that is more effective and cost effective.

**7.2 Village Cooperation.** The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity including the Village's requirements and processes and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental or quasi-governmental entities in respect of the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for all required permits, including but not limited to: applicable excavation; shell permits; other building permits; driveway permits; curb cuts or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation for each such permit, including but not limited to engineering reports; calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all

Village ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction. The Village shall not unreasonably withhold such approvals.

**7.3 Project Pre-Condition.** Prior to the Developer being required to construct the Project hereunder, the Village agrees that it may authorize the construction and funding of the Public Improvements by the Ordinance approving this agreement or by separate action. The Developer will use its best efforts to assist or undertake such construction if requested by the Village. Reimbursement for such improvements shall be paid to the Developer as invoiced, and not subject to the TIF reimbursement provisions of this Agreement. The Village may, but is under no obligation to, pre-authorize required permits to undertake foundation and other preparatory work.

**7.4 TIF Incentives.** Subject to the terms, conditions and restrictions of this Agreement and the TIF Act, the Village shall pay to or on behalf of the Developer, its successors, assigns, transferees or designees TIF Eligible Expenses Incurred by the Developer in the development of the West Point at Harmony Square, excluding the cost of land incurred by the Developer as set for the above in Sections 6.1 and 6.5, for the life of the TIF District as defined below. The Developer shall notify the Village from time to time of all new property index numbers (PINs) as they are issued by the County Clerk, it being understood that without such information the Village will be unable to calculate and determine the amount of Incremental Property Taxes, and failure of Developer to do so will release the Village from obligation to disburse any Incremental Property Taxes that may have been generated by the parcels that have the missing PINs until they are reported by the Developer to the Village. Such Incentive Amount shall be paid under the terms and conditions set forth in Sections 9.

The Developer shall only be entitled to collect the TIF Incentive Amount for the remaining life of the TIF project, from the first day of the next calendar year after the first occupancy permit is issued for Phase I of the Project during the life of the TIF until all sums due the Developer are collected. The sums reimbursed are limited to certified TIF Eligible Project expenses as provided by Illinois law, but may include relocation costs and financing costs.

The amount of additional TIF funds provided by the Village, not including those land acquisition costs in Section 6.5 and costs in Section 7.4 above, shall not exceed Eight Million (\$8,000,000.00) Dollars, exclusive of the value of the land deeded to the Developer by the Village, plus interest as provided in the TIF Note based upon the entire certified project expenditures. No payment of TIF funds shall be made to Developer after May 15, 2041.

The categories of permissible TIF redevelopment costs are those included in 65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o), specifically including interest and relocation expenses.

**7.5 TIF Amendments, Extensions and Replacements.** The Village may, during the term of this Agreement, elect to amend, extend, supplement, or replace the existing TIF. Provided, however, no such amendment, extension, supplement, or replacement shall impair the rights of the Developer to complete the undertaking of the Developer or seek the reimbursements and benefits as herein provided by this Agreement.

**7.6 Conveyance of Land.** The parties acknowledge that the development of the Project will require a transfer of parcels between the Village and the Developer as follows:

[Specific Description of Property Transfers]

With respect to these transfers, the parties shall exchange parcels of the Project to provide the Village with the Harmony Square Plaza Parcel free and clear of any liens or encumbrances suffered by the Developer. Upon proof of financing for the Project the Village shall provide the Developer deeds to all lands in the Harmony Square rental building and School parcels. The Village reserves the right to easements and public rights-of-way in any transfer of property, or relocation as needed and required to facilitate the Developer's approval.

**7.7 Village Permit Fees.** The issue of Village Permit Fees is reserved, subject to further negotiations between the Parties.

**7.8 Detention Requirements.** The Village shall supply detention capacity as required by the Metropolitan Water Reclamation District of Greater Chicago and Village Ordinance, in the Freedom Pond detention, pond with no connection fee to the Developer. If the Developer exceeds Pond capacity, the Village agrees to provide remediation or additional work to provide sufficient capacity for detention.

**7.9 Reimbursement Procedures for Developer Expenses Reimbursable Under TIF.**

- (a) The Village shall authorize the distribution to the Developer, or directly, to the Developer's subcontractors of, or reimbursement to the Village of, Net Incremental Property Taxes or revenue from other sources including from the existing fund balance in the TIF District Fund as determined by the Village in its sole discretion under this Section 7.9 in accordance with the terms of this Agreement, upon satisfaction of the following conditions:
  - (i) The Village shall supply all required forms to the Developer at the commencement of construction.
  - (ii) The developer has submitted to the Village's Treasurer a disbursement request on a form reasonably acceptable to the Village with respect to such portions.
  - (iii) Developer is not in default in any material provision or undertaking under this Agreement after expiration of all applicable cure periods, which has not been fully remedied.
  - (iv) The Village has previously inspected and approved the TIF Eligible Expenses.

- (b) As a prerequisite to the making of payments to the Developer, the Developer must certify to the Village the following:
  - (i) The Developer (or its successor or assign, if applicable) is duly organized and validly existing.
  - (ii) The Developer has the right, power, and authority to submit the request for payment and to perform its obligations under the Agreement.
  - (iii) The requested disbursement is for Redevelopment Project Costs which are qualified for payment under applicable law.
  - (iv) None of the items for which payment is requested has been the basis for a previous payment.
  - (v) The Developer has obtained all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
  - (vii) That no uncontested lien other than a mortgage or mortgages exists against the Property.
  - (viii) That the Developer has certified the work for which payment is sought has been completed.
- (c) As a prerequisite to any payments by the Village and to assist in the Village's consideration, the Developer must provide to the Village:
  - (i) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.
  - (ii) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and engineer's certification, that the Developer is or was obligated to make the payments for which reimbursement is sought.
  - (iii) Such information is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost and is otherwise due and payable hereunder.
  - (iv) A request for disbursement ("Request for Disbursement") on a form acceptable to the Village.
  - (v) All certificates required above.



- (d) The Developer shall have the right to submit expenses semi-annually and shall be reimbursed within 30 days of submission. Any payment not paid within such 30-day period shall be paid with interest at the judgment rate as provided by Illinois law.
- (e) The Village shall provide the Developer with the forms for Developer to document required to evidence the cost of the TIF Eligible Expenses. In addition, the Developer will provide records including, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of the Developer.
- (f) It is understood that the Incentive Amount is the maximum amount the Village will be required to reimburse the Developer. It is further understood that the Village may reimburse itself out of the Incentive Amount for any monies owed by the Developer and that the Incentive Amount will be reduced by the amount of any such reduction. If the cost of the TIF Eligible Expenses (taken as a whole) is less than the Incentive Amount, the lesser amount is the maximum amount the Developer will be entitled to be reimbursed hereunder. If the cost of the TIF Eligible Expenses exceeds the Incentive Amount, the Developer still shall be entitled to receive an amount not to exceed Eight Million dollars (\$8,000,000) exclusive of land value and interest as provided in the attached TIF Note. On the property development increment to the extent such budgeted costs are TIF eligible expenses and subject to the provisions of Section 7.4 above.
- (g) At the request of the Village the Developer may perform offsite utility and site work to accommodate the Village's installation of the Harmony Square Plaza development by the Village. The cost of such work shall be promptly reimbursed by the Village to the Developer upon billing and the presentation of waivers by the Developer to the Village.

## **ARTICLE EIGHT**

### **DEVELOPER'S COVENANTS AND AGREEMENTS**

**8.1 Developer's Development Obligations.** Developer shall have the obligations set forth in this Article Eight for the development, construction, financing, completion and furtherance of the Project, all subject to the Village's financial commitments set forth in this Agreement and those conditions set forth in Section 7.3 and elsewhere in this Agreement.

**8.2 Developer's Commitments.**

- (a) The Developer will construct the Project in substantial conformance with the Site Plan and the Exhibits hereto and all final development and engineering plans (the approved "Final Plans") approved by the Village.

- (b) The Developer shall make such dedications and conveyances of rights of way, of property as are specified in the final approved engineering plans.
- (c) Deleted.
- (d) Developer shall warrant all public improvements constructed by it or installed at its direction, to be free from defects in workmanship and materials and damage to such improvements by reason of settling of the ground, base, or foundation thereof for a period of twelve (12) months following the date such improvements are conveyed to the Village. During the twelve (12) month warranty period, Developer shall only be responsible for the repair and restoration of any improvements that fail as a result of defects in workmanship or materials.
- (e) Developer shall park and stage all construction equipment, materials and vehicles at such site(s) as may be designated by the Village from time to time.
- (f) Developer shall include in its covenants and all leases that outdoor storage is prohibited.
- (g) The Village and the Developer shall grant such easements as are necessary to implement access to all areas and structures to facilitate the Plan and use of the parking areas and street to be dedicated.

**8.3 Compliance with Applicable Laws.** Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances, and regulations. Except as to code provisions that the Village has granted variations from, all work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes property maintenance codes and any other applicable codes and ordinances of the Village; or any of its rules or regulations or amendments thereto which are in effect from time to time at the time of issuance of each building permit.

**8.4 Progress Meetings.** Developer shall meet with the Village staff (as determined by the Village) as requested by the Village not more than monthly, and prior to each quarterly presentation. Developer shall make presentations to the Corporate Authorities and Village staff at least quarterly in order to keep the Village apprised of the progress of the construction of the Project.

**8.5 Developer's Cooperation and Coordination.** During the construction of all public and private improvements for the Project, the Developer shall provide such notices and attend such community and neighborhood meetings as may be necessary or desirable, as reasonably determined by either the Village or the Developer, to keep all the residents and local businesses in the immediate vicinity fully informed of progress on the Project and any measures that residents should take to minimize any inconvenience. The Developer also agrees to coordinate all

construction with any special events planned by the Village, particularly including, but not limited to, events occurring at the Zabrocki Plaza, the Metra train station and the Metra commuter parking lots and any other celebrations located in the vicinity of the Project in general and specifically along Oak Park Avenue and North Street. In the event of any such special events, such coordination with the Village shall include a specific traffic plan approved by the Village for both vehicles and pedestrians during the special event.

**8.6 Site Maintenance.** Developer shall keep the Property clean and free from debris at all times during the construction of the Project. Developer shall post with the Village a performance bond or cash in the amount of \$10,000 and in a form satisfactory to the Village to guarantee such site maintenance and allowing the Village to draw any necessary amount thereon to perform any such work (or to reimburse itself for the cost of doing any such work) when the Village determines in its sole discretion that it is necessary to do so.

## **ARTICLE NINE**

### **ADDITIONAL COVENANTS OF DEVELOPER**

**9.1 Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

**9.2 Construction of Project.** Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be developed and completed pursuant to the terms hereof with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

**9.3 Further Assistance and Corrective Instruments.** The Village and Developer agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

**9.4 Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Developer, together with such supporting documentation that may be requested by the Village. Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new Member.

## **ARTICLE TEN**

### **DELETED**

**ARTICLE ELEVEN**  
**REAL ESTATE CONVEYANCES**

**11.1 Necessary Conveyances/Easements-Time to Provide.** At or before the time any permit is issued by the Village for construction of the Project, Developer will convey cross parking and cross-access easements at such locations as approved by the Village.

**11.2 Real Estate Procedures.** All real estate transactions provided for herein shall be subject to a separate Purchase and Sale Agreement (PSA), executed contemporaneously with this Agreement. The Party required to make a conveyance shall be considered the "Seller" thereunder and the Party receiving the conveyance shall be considered the "Purchaser" thereunder regardless of whether any monetary payment is due.

**ARTICLE TWELVE**  
**REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer represents, warrants, and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

**12.1 Organization and Authorization.** Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

**12.2 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

**12.3 Financial Resources.** Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement. Developer has

clear title to the Property (except that portion owned by the Village) and has or will obtain a firm commitment from a financial institution providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of Section 8.4 hereof.

**12.4 Notice of Violations.** The Developer represents and warrants that it has not received any notice from any local, state, or federal official that the activities of the Developer with respect to the Property and Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state, or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state, or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

### **ARTICLE THIRTEEN** **REPRESENTATIONS AND WARRANTIES OF THE VILLAGE**

The Village represents, warrants, and agrees as the basis for the undertakings on its part herein contained that:

**13.1 Organization and Authority.** The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

**13.2 Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

**13.3 Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

## **ARTICLE FOURTEEN**

### **INSURANCE**

**14.1** The Developer, and any successor in interest to the Developer, shall until twelve (12) months following completion of the Project, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The Village shall be named as an additional insured on all of the policies/coverage described herein. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

- (a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (b) As to all work other than the construction of the Public Improvements, comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village as an additional insured, with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis, and not less than \$5,000,000 aggregate. As to the construction and installation of Village Improvements, the per occurrence limit shall be \$5,000,000.
- (c) Workers compensation insurance, with statutory coverage.
- (d) Professional liability coverage, including errors and omissions.

**14.2** All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors and approved by the Village that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein.

## **ARTICLE FIFTEEN**

### **INDEMNIFICATION**

**15.1** The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Article, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or resulting from any action by the Developer and its officers, employees, agents and/or contractors, to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

**15.2** Except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

**15.3** The Village makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property that would cause or contribute to causing (1) the Agreement to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §691 et. seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring any Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq. or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project or anywhere within the TIF District of any substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations,

ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled. As far as any properties to be conveyed by the Village to the Developer pursuant to the Purchase and Sale Agreement, the Developer agrees to accept any such conveyance on an “as-is” basis and waives and releases any or all claims Developer may have against the Village for any violation of any federal, state, or local environmental law or regulation.

**15.4** The Developer waives any claims against the Village, and its members and boards, for indemnification, contribution, reimbursement, or other payments arising under federal, state, and common law or relating to the environmental condition of the land comprising the Property.

## **ARTICLE SIXTEEN**

### **EVENTS OF DEFAULT AND REMEDIES**

**16.1 Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.
- (b) Default by Developer for a period of sixty (60) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of Developer and/or the Project and Property; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said sixty (60) days and Developer, within said sixty (60) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.
- (c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
- (d) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state



bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within sixty (60) consecutive days.

- (e) Failure to have funds to meet Developer's obligations; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.
- (f) Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) days for any reason other than: (i) Uncontrollable Circumstances or (ii) if Developer is ahead of its planned construction schedule.
- (g) Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within sixty (60) days after written notice from the Village, remedy the default.
- (h) Provided the Developer is working diligently to cure any default, the Village shall not unreasonably withhold consent to an extension of such default.

**16.2 Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

- (a) if any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within sixty (60) days after written notice from Developer.
- (b) default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within sixty (60) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within sixty (60) days of written notice of such default.

- (c) default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within sixty (60) days after written notice from Developer and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

**16.3 Remedies for Default.** In the case of an Event of Default hereunder:

- (a) The defaulting party shall, upon written notice (in accordance with the provisions of Section 17.3 of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than sixty (60) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.
- (c) In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Developer, "exclusive" developer status as set forth in Article Five, its obligation to pay any incentive amounts to the Developer and its obligations to convey any land to Developer.
- (d) In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.
- (e) In the case of an Event of Default by the Developer occurring prior to the commencement of construction (only), the Village agrees that it shall have no remedy of specific performance to force the Developer to commence construction.

- (f) Nothing herein shall limit the Village's right to any remedies available under the required insurance policies, bonds, and other such sureties obtained by Developer.

**16.4 Legal and Other Fees and Expenses From and After Effective Date of Agreement.**

- (a) In the event that any third party or parties institutes any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer shall indemnify and hold harmless the Village from any and all such proceedings. Further, the Developer, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that the Developer may not at any time settle or compromise such proceedings without the Village's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the Village, nor any liability on the part of the Village, monetary or otherwise.
- (b) If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and the Developer on an issue of material importance to the Village, or which may reasonably have a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then the Developer shall reimburse the Village from time to time on written demand from the Village President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.
- (c) In the event that the Village institutes legal proceedings against the Developer for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the Developer all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, reasonable attorneys' fees and Witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.
- (d) Costs and expenses incurred by the Village in such legal proceedings shall be evidenced to the court, upon its request, by a sworn statement of the Village, or other such documentation as the court may require.

**16.5 No Waiver by Delay or Otherwise.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall

any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

**16.6 Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

**16.7 Delays by Uncontrollable Circumstances.** For each day that the Village or Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

## **ARTICLE SIXTEEN (A)** **PERFORMANCE BONDS**

Developer agrees to obtain three (3) bonds acceptable to the Village from a creditable surety company, covering each of the three (3) Phases of the Project. These bonds shall not be subject to lien or encumbered in any manner. The Village shall be added as an additional protected party on all performance bonds required of the Developer and its contractor(s).

## **ARTICLE SEVENTEEN** **EQUAL EMPLOYMENT OPPORTUNITY**

**17.1 No Discrimination.** The Developer will comply with all federal, state, and local laws relating to equal employment opportunity.

**17.2 Advertisements.** Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**17.3 Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor, or any other Person in connection with the Project shall contain language similar to that recited in Sections 17.1 and 17.2 above and be insubstantial compliance with all Village codes and ordinances and any applicable federal, state, and local laws and ordinances.

## **ARTICLE EIGHTEEN** **MISCELLANEOUS PROVISIONS**

**18.1 TIF Provisions.** A delineation of the TIF qualified costs for the Project is set forth on **Exhibit XII** attached hereto and hereby made a part hereof. Attached hereto and hereby made a part hereof as **Exhibit XIII** is the analysis of the Project and projected TIF revenue. Attached

hereto and hereby made a part hereof as **Exhibit XIV** is the Developer's Pro Forma estimate of costs to acquire and construct the Property and the estimated revenue to be generated therefrom.

**18.2 Cancellation.** In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 19.2, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

**18.3 Notices.** Except for notices required under Section 8.10, all notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to Village:	Village President Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, Illinois 60477
With a copy to:	Village Manager Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, Illinois 60477
And:	Peterson, Johnson & Murray—Chicago LLC 200 West Adams Street, Suite 2125 Chicago, Illinois 60606 Attention: Paul O'Grady
If to Developer:	Tinley Park Main Street LLC 120 E. Ogden Avenue, Suite 23

Hinsdale, IL 60521  
Attn: Patrick Curran

And: Sosin, Arnold & Schoenbeck, Ltd.  
9501 W. 144<sup>th</sup> Place, Suite 205  
Orland Park, Illinois 60462  
Attn: David Sosin

And: Barbara Canning  
1000 Skokie Boulevard  
Suite 355  
Wilmette, IL. 60091

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents, or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

**18.4 Time of the Essence.** Time is of the essence of this Agreement.

**18.5 Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

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

**18.7 Recordation of Agreement.** The Parties agree to record a memorandum of this Agreement, executed by owners of the Property in the appropriate land or governmental records. The Developer shall pay the recording charges.

**18.8 Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never Included; herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**18.9 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**18.10 Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements,

written or oral, between the Village and Developer and may not be modified or amended except by a written instrument executed by the Parties hereto.

**18.11 Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

**18.12 Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**18.13 Cooperation and Further Assurances.** The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

**18.14 Successors in Interest.** At any time, the Developer may assign its rights or obligations under this Agreement for the purpose of obtaining financing for the Project or any portion thereof, or to any entity in which the Developer owns a controlling interest. Developer may not otherwise assign its rights or obligations under this Agreement to any other person or entity without prior written consent of the Village.

**18.15 No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

**18.16 No Personal Liability of Officials of Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

**18.17 Conflicts.** To the extent that any ordinance, resolution, rule, order, or provision of the Village's code of ordinances, or any part thereof, conflicts with the provisions of this Agreement, such conflict shall be the subject of further negotiation between the Parties.

**18.18 Term.** This Agreement shall remain in full force and effect until the TIF District expires; provided, however, that the Developer's construction obligations hereunder shall terminate pursuant to certificates of completion issued by the Village.

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

**18.20 Assignment.** This Agreement and the rights and obligations hereunder in whole or part, may not be assigned by Developer prior to completion of the Project except to single purpose LLCs owned in whole or part by members of the Developer, This agreement shall be fully assignable thereafter.

**18.21 Collateral Assignment.** It is understood and acknowledged that Developer intends to obtain construction financing (the "Construction Loan") for the Project and that the construction lender ("Lender") typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the Village hereby consents to the assignment of this Agreement to the Lender as collateral security for the Construction Loan and also if required by the Lender further consents to the assignment of the TIF Note (see Exhibit VIII) to the Lender as further collateral security.

In the event that any Lender is to succeed to Developer's interest in the Property, or any portion thereof, pursuant to the collateral assignment and in conjunction with such succession accepts an assignment of Developer's interest in this Agreement, the Village shall recognize such party as the successor in interest to Developer with respect to the Property or the portion acquired by such Lender. However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of Developer's interest under this Agreement, it automatically accepts not only the Developer's rights hereunder but also all of Developer's obligations hereunder. However, if such Lender does not expressly accept an assignment of Developer's interest hereunder, such Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender's lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. Under all such circumstances, the Property may only be developed in accordance with this Agreement.



With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to Developer's interest in the Property or any portion of it and in conjunction with such succession accepts an assignment of Developer's interest in the Property, the Village shall not be obligated to recognize such party as the successor in interest to Developer under this Agreement. Unless and until the Village accepts, in writing, such Party as the successor in interest such party shall be entitled to no rights or benefits under this Agreement. The foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. The exercise of any such remedy and the transfer of title to the Property or any portion of it to a mortgage or any other party in connection with such exercise shall not be subject to the consent of the Village.

Neither Developer's making of a collateral assignment of its interest under this Agreement to a Lender, nor the exercise by a Lender of any of its remedies, shall constitute an acceptance by such Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, such Lender or other party shall have no rights or benefits under this Agreement.

If a default by Developer under this Agreement occurs and Developer does not cure it within the cure period that applies to Developer under this Agreement, then the Village shall promptly give the Lender, a notice of expiration of such cure period (the "Cure Period Expiration Notice"). The Lender shall have the right, but not the duty, to fulfil any obligation of the Developer under this Agreement and to cure any default. Such Lender shall have thirty days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by Developer, the cure of which requires the Lender to possess and control the Property, if such Lender undertakes, by written notice to the Village within thirty days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, such Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Property and thereafter cure the default within one hundred and twenty days. Such Lender may abandon exercise of its cure rights without liability to the Village or any other party provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by such Lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Property may not be developed, redeveloped, completed, or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Property accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Property, it is the intent of the Parties that any successor in interest to Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if any such Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Property and/or the Project, any such sale, transfer, assignment, or disposition shall be governed by the provisions of this agreement.

**ARTICLE NINETEEN**  
**EFFECTIVENESS**

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village Ordinance authorizing the execution of and adoption of this Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**VILLAGE:**

**Village of Tinley Park,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Michael W. Glotz  
Its: Mayor

Attest: \_\_\_\_\_  
Nancy M. O'Connor  
Its: Village Clerk

**DEVELOPER:**

**Tinley Park Main Street LLC,**  
an Illinois limited liability company.

By: West Point Builders Inc., Its Manager

By: \_\_\_\_\_  
Patrick J. Curran  
Its: President



# Interoffice Memo

**Date:** May 16, 2023

**To:** Committee of the Whole and Mayor

**CC:** Pat Carr, Village Manager

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

**Subject:** Annexation of 18301 Oak Park Avenue (Dendrino's)

## Background

The property at 18301 Oak Park Avenue has operated as Dendrino's dating back to the 1970's. Originally a full-service restaurant, it now functions as a bar/tavern. The commercial property is currently located in unincorporated Cook County but is surrounded on all sides by properties located within the Village of Tinley Park. The property utilizes village services such as Fire Department and roads. Additionally while the Tinley Park Police Department is most often the first responding department for any emergencies due to a longer response time by the Cook County Sheriff. By annexing the property the Village will have authority necessary to protect public health and safety on the property and surrounding properties. The village has worked since November 2021 to encourage the owner to seek voluntary annexation. However, with limited responses and no applications, the request is now to pursue an involuntary annexation under the allowances of state law (65 ILCS 5/7-1-13). All required notices have been supplied and posted as required by law.

The annexation is proposed to go into effect on June 30, 2023. This would allow the owner enough time to comply with village ordinances, including receiving approval for the appropriate liquor license. Staff is open to working with the owner on reasonable timeframes for other Village ordinance violations such as property maintenance, building, and fire code requirements.

Following annexation, the property will be zoned R-1, Single Family Residential, as that is the district automatically applied per the Zoning Ordinance. The bar/tavern use would be permitted to continue operating as a legal non-conforming use under the current ownership. Any reuse or redevelopment of the site for commercial uses would necessitate a rezoning request at that time. The property will be permitted to connect to village water and sewer utilities upon annexation.

## Recommendation

Staff recommends adopting the associated ordinance at the Village Board meeting later this evening.

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

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**ORDINANCE**  
**NO.2023-O-025**

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**AN ORDINANCE ANNEXING THE PROPERTY AT 18301 OAK PARK AVENUE,  
PURSUANT TO 65 ILCS 5/7-1-13 (DENDRINO’S)**

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

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

**-**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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. 2023-O-025****AN ORDINANCE ANNEXING THE PROPERTY AT 18301 OAK PARK AVENUE,  
PURSUANT TO 65 ILCS 5/7-1-13 (DENDRINO'S)**

**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 65 ILCS 5/7-1-13 of the Illinois Municipal Code, the Village has the authority to annex unincorporated territory containing less than 60 acres or less that is wholly bounded by the Village; and

**WHEREAS**, the Village desires to annex the territory commonly known as 18301 Oak Park Avenue in unincorporated Cook County, located on the southeast corner of 183<sup>rd</sup> and Oak Park Avenue, (commonly known as 18300 Oak Park Avenue), legally described on Exhibit A attached to this Ordinance, and depicted on the Plat of Annexation attached to this Ordinance as Exhibit B ("Property"); and

**WHEREAS**, the Property contains less than 60 acres, is wholly surrounded by the Village of Tinley Park and is contiguous to the corporate limits of the Village of Tinley Park and is not within the corporate limits of any municipality; and

**WHEREAS**, notice of the Annexation has been published in a newspaper of general circulation within the Property to be annexed in accordance with Section 7-1-13 of the Illinois Municipal Code and delivered to all persons, entities, and officials in accordance with Sections 7-1-1 and 7-1-13 of the Illinois Municipal Code. See Exhibit C for proof of publication and affidavits of service); and

**WHEREAS**, as a courtesy to the property owner, the Village seeks to delay the effective date of this Ordinance to June 30, 2023.

**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 recitals set forth above are hereby adopted and incorporated into this Ordinance.

**SECTION 2:** That pursuant to 65 ILCS 5/7-1-13 and all other applicable authority, the Property legally described on Exhibit A is hereby annexed to the Village of Tinley Park as of the effective date of this Ordinance.

**SECTION 3:** That the Plat of Annexation of the Property attached as Exhibit B is hereby approved and found to be an accurate depiction of the annexed Property.

**SECTION 4:** Within thirty days of the approval of this Ordinance, the Village Clerk is hereby, authorized and directed to record in the Office of the Cook County Recorder of Deeds a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk is further authorized and directed to file in the Offices of the Cook County Clerk and Election Authorities a copy of this Ordinance, in accordance with Section 7-1-13 of the Illinois Municipal Code. The Village Clerk is further authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, and the United States Post Office branches serving the Property of the Annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

**SECTION 5:** The Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form according to law.

**SECTION 6:** This Ordinance shall be in full force and effect on June 30, 2023.

**SECTION 7:** If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 8:** All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED THIS 16th day of May 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of May 2023.

---

VILLAGE PRESIDENT

ATTEST:

---

VILLAGE CLERK

**EXHIBIT A**

LOT 1 (EXCEPT THE SOUTH 22 FEET) IN MILLER'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 203.19 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.



## EXHIBIT B

# PLAT OF ANNEXATION

TO THE VILLAGE OF TINLEY PARK, ILLINOIS

Of

Lot 1 (Except the South 22 feet) in Miller's Subdivision, being a subdivision of the East 203.19 feet of the Northeast Quarter of the Northwest Quarter of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian lying north of the Indian Boundary Line, in Cook County, Illinois.

PIN 31-06-103-010-0000

Known as: 18301 Oak Park Avenue  
Tinley Park, Illinois 60477

N



40 0 40  
SCALE 1" = 40'

State of Illinois )  
County of Cook )SS

I, Randall E. Gann, an Illinois Professional Land Surveyor, do hereby state that the hereon drawn plot has been prepared at and under my direction for the purpose of annexing the property described hereon to the Village of Tinley Park, Illinois.

South Holland, Illinois      April 25, 2023

Brady L. Luech  
License No. 035-003406  
Expires November 30, 2024

Ordinance No. \_\_\_\_\_ adopted the  
day of \_\_\_\_\_, 20\_\_.

Approved by the President and Village Board of Trustees of the  
Village of Tinley Park, Illinois at a meeting held this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

State of Illinois )  
County of \_\_\_\_\_ ) SS

The undersigned, Eleni Dendrinos, does hereby certify that they are the owner of the property described hereon and that they have caused said property to be annexed to the Village of Tinley Park, Illinois as shown hereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Attest: \_\_\_\_\_

State of Illinois                    )  
County of                            ) SS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_,

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

---

My Commission Expires

23-R0423

**ROBINSON ENGINEERING, LTD.**  
CONSULTING REGISTERED PROFESSIONAL ENGINEERS  
AND PROFESSIONAL LAND SURVEYORS  
125 MOONEY DRIVE BOURBONNAIS, ILLINOIS 60911  
(815) 932-7408 Web: [www.reld.com](http://www.reld.com)  
© COPYRIGHT 2025  
ILLINOIS DESIGN FIRM REGISTRATION NO. 1440001106

FOR:  
VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, ILLINOIS 60477

Drawn by: KM	Date: April 25, 2023
Checked by: BKL	Scale: 1" = 40'
Sheet 1 of 1	Project No. 23-P00

## REVISIONS

[illegible]

**Notes:**

1. According to Chapter 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes, the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed even though not included in the legal description as set forth above.

2. Public Act 102-969 revises and makes it mandatory to report any annexation, disconnection and annexation, or disconnection to the Illinois Department of Transportation within 30 days of the action.

3. The existing corporate limits shown hereon are referenced from the Cook County GIS Website.

4. Bearings are based on the boundary of the Millennium Lakes Resubdivision No. 2 in Tinley Park, Illinois, recorded July 3, 2000 as Document Number 00493732.

5. XXX.XX' Denotes measured bearing/dimension or bearing/dimension computed from measured bearing/dimension.

(XXX.XX') Denotes record bearing/dimension or bearing dimension computed from record bearing/dimension.

*Do not fold original plot.*

Upon recordation of this document,  
return signed original or copy thereof  
to the Department.

Robinson Engineering, Ltd.  
17000 South Park Avenue  
South Holland, Illinois

Attention: Survey Department

23-R0423-ANNEY-01.DWG

**EXHIBIT C****CHICAGO TRIBUNE**

media group

Sold To:  
Village of Tinley Park - Planning - CU00565829  
16250 Oak Park Ave  
Tinley Park, IL 60477-1628

Bill To:  
Village of Tinley Park - Planning - CU00565829  
16250 Oak Park Ave  
Tinley Park, IL 60477-1628

**Certificate of Publication:**

Order Number: 7423886  
Purchase Order: 7423886

State of Illinois - Cook

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the Daily Southtown. The Daily Southtown is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Park Forest, Township of Rich, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Daily Southtown, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 4/30/2023, and the last publication of the notice was made in the newspaper dated and published on 4/30/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

**PUBLICATION DATES: Apr 30, 2023.**

Daily Southtown

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

1st Day of May, 2023, by

**Chicago Tribune Media Group**



Jeremy Gates

**Chicago Tribune - [chicagotribune.com](http://chicagotribune.com)**  
160 N Stetson Avenue, Chicago, IL 60601  
(312) 222-2222 - Fax: (312) 222-4014

**CHICAGO TRIBUNE**

media group

**NOTICE OF ANNEXATION  
ORDINANCE  
AN ORDINANCE ANNEXING  
THE PROPERTY AT 18301 OAK  
PARK AVENUE, PURSUANT TO  
65 ILCS 5/7-1-13  
VILLAGE OF TINLEY PARK**

**PERMANENT INDEX NO:**  
31-06-103-010-0000

**PROPERTY ADDRESS:**  
18301 Oak Park Avenue, Unincorporated Tinley Park, Cook County, 60477. (Commonly known as 18300 Oak Park Avenue).

**NOTICE IS HEREBY GIVEN** that on Tuesday May 16, 2023 at 6:30 p.m., in Chambers of the Board of Directors at Village Hall, 16250 S. Oak Park Ave., Tinley Park, the Village Board of Directors will be considering and voting on: **AN ORDINANCE ANNEXING THE PROPERTY AT 18301 OAK PARK AVENUE, PURSUANT TO 65 ILCS 5/7-1-13.**

**LEGAL DESCRIPTION:**  
LOT 1 (EXCEPT THE SOUTH 22 FEET) IN MILLER'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 203.19 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

Any questions concerning the proposed Annexation Ordinance should be directed to Daniel Ritter, (708) 444-5100.  
April 30, 2023 7423886

Chicago Tribune - [chicagotribune.com](http://chicagotribune.com)  
160 N Stetson Avenue, Chicago, IL 60601  
(312) 222-2222 - Fax: (312) 222-4014

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2210) to: Eleni Dendrinis, 18301 Oak Park Avenue, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2180) to: Gina Miller, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that I served the forgoing Notice and Ordinance via certified mail (Receipt #7012.2210.0002.2813.2227) to: Patricia Adranijo, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL, 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2166) to: Laura Hess-Wojcik, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2159) to: Catherine Hannon, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide



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**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2142) to: Darren Meyers, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2128) to: Barbara Rose Whalen, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2104) to: Dennis Deer, Cook County Board of Commissioners, 3600 W. Ogden Avenue, Chicago, IL 60623-2511, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2098) to: Brandon Johnson, Cook County Board of Commissioners, 6614 W. North Avenue, Chicago, IL 60707-3906, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2081) to: Bridget Gainer, Cook County Board of Commissioners, 5533 N. Broadway Street, Chicago, IL 60640-1405, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2074) to: Bill Lowry, Cook County Board of Commissioners, 3619 S. State Street, 3d Floor, Chicago, IL 60609-2181, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2067) to: Kevin B. Morrison, Cook County Board of Commissioners, 1325 Wiley Road, Schaumburg, IL 60173-4332, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2050) to: Stanley Moore, Cook County Board of Commissioners, 8233 S. Princeton Ave., Chicago, IL 60620-, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide



**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2036) to: Sean M. Morrison, Cook County Board of Commissioners, 15040 Ravinia Ave., Suite 44, Orland Park, IL 60462, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

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**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2135) to: Bradley Daniels, c/o Tinley Park Public Library, 7851 Timber Drive, Tinley Park, IL 60477, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2111) to: Bridget Degnen, Cook County Board of Commissioners, 4253 N. Milwaukee Avenue, Chicago, IL 60641-5912, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2197) to: Alma Anaya, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2043) to: Donna Miller, Cook County Board of Commissioners, 15140 S. Central Avenue, Oak Forest, IL 60452, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7001.2510.0002.3702.9113) to: Calvin Johnson, 22013 Governors Hwy, Richton Park, IL 60471, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7001.2510.0002.3702.9120) to: Michael Mazek, 3805 N. Lincoln Ave., Chicago, IL 60613, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7001.2510.0002.3702.9090) to: Scott R. Britton, Cook County Board of Commissioners, 118 N. Clark Street, Room 537, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide



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**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7001.2510.0002.3702.9083) to: Frank J. Aguilar, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

*/s/ Debra Kreide* \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.1992) to: Monica Gordon, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2005) to: Josina Morita, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

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**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2012) to: Maggie Trevor, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

*/s/ Debra Kreide*\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2029) to: Anthony Quezada, Cook County Board of Commissioners, 118 N. Clark Street, Room 567, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

**CERTIFICATE OF SERVICE**

I, Debra Kreide, certify that the forgoing Notice and Ordinance was served via certified mail (Receipt #7012.2210.0002.2813.2203) to: John P. Daley, Cook County Board of Commissioners, 118 N. Clark Street, Room 3M, Chicago, IL 60602, from 200 West Adams Street, Suite 2125, Chicago, Illinois on April 25, 2023.

/s/ Debra Kreide

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. 2023-O-025, “AN ORDINANCE ANNEXING THE PROPERTY AT 18301 OAK PARK AVENUE, PURSUANT TO 65 ILCS 5/7-1-13 (DENDRINO’S)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16<sup>th</sup>, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

VILLAGE CLERK



# Interoffice Memo

**Date:** May 8, 2023

**To:** Village Board

**Cc:** Patrick Carr, Hannah Lipman

**From:** Anthony Ardolino

**Subject:** Purchase of Police Body Camera System

Presented for May 16, 2023 Committee of the Whole meeting discussion and action:

**Description:** Approve the purchase of Getac Police Body Camera System.

**Background:** The Illinois Safe-T Act requires Police Departments for municipalities the population size of Tinley Park (50,000 -100,000) to have all of its officers equipped and operational with body-worn and in-car cameras by January 1, 2024.

In anticipation of this unfunded mandate the Tinley Park Police and Information Technology departments began researching potential body camera candidates in September 2021. Several vendors conducted demonstrations, from these meetings and discussions, the Village invited two vendors to participate in a two month pilot test in April 2022, Panasonic and Getac. The results of the pilot overwhelmingly identified Getac as the best qualified solution. The use of Getac body cameras will work in conjunction with the Getac in-car video system to provide an integrated solution simplifying the operation of both.

As part of the FY24 budget process staff estimated the cost to procure the Getac body camera solution. In order to receive lowest pricing the Village advertised a public invitation for bid (IFB) in April 2023. The Village received one qualified bid for the body camera system from Midwest Public Safety with a cost of \$376,799.14.

The Getac body camera solution will be configured to utilize the Village's existing cloud infrastructure and will seamlessly work with the digital evidence management application already in use with the in-car camera system. The proposed system includes the replacement of all cameras in year 2 with an updated model and provides cloud storage for a 5 year timeline.

The proposed solution is over the \$350,000 budgeted in FY24 capital by \$26,799.14 (7%), the reason for the discrepancy between the budget and bid amount is due to newer camera models being released by Getac after the Village's budgeting process. The new cameras provide longer battery life,



the ability to provide real-time video feed upload, and a larger field of view, unfortunately however, do cost more than the previous body worn camera models. Funding for the project is still available.

**Budget/Finance:** Funding is budgeted and available in the approved FY24 Police capital budget 30-00-000-74603 GL.

**Staff Direction Request:** Award the purchase of Getac body camera system, accessories, and cloud infrastructure from Midwest Public Safety for the cost of \$376,799.14

**Attachments:**

1. Invitation to bid Body Camera Solution
2. Midwest Public Safety bid proposal

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

### **NO. 2023-R-057**

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**A RESOLUTION 2023-R-057 APPROVING THE PURCHASE OF GETAC BODY  
CAMERA SYSTEM, CLOUD STORAGE, AND ACCESSORIES FROM MIDWEST  
PUBLIC SAFETY IN THE AMOUNT OF \$376,799.14**

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

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

---

**RESOLUTION NO. 2023-R-057****A RESOLUTION 2023-R-057 APPROVING THE PURCHASE OF GETAC BODY CAMERA SYSTEM, CLOUD STORAGE, AND ACCESSORIES FROM MIDWEST PUBLIC SAFETY IN THE AMOUNT OF \$376,799.14**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Purchase of Getac Body Camera System, Cloud Storage, and Accessories with Midwest Public Safety a true and correct copy of such Purchase being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16<sup>th</sup> day of May 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16<sup>th</sup> day of May 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

---

Village Clerk

## **EXHIBIT 1**

### **PURCHASE WITH MIDWEST PUBLIC SAFETY**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-057, “A RESOLUTION 2023-R-057 APPROVING THE PURCHASE OF GETAC BODY CAMERA SYSTEM, CLOUD STORAGE, AND ACCESSORIES FROM MIDWEST PUBLIC SAFETY IN THE AMOUNT OF \$376,799.14,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May 2023.

VILLAGE CLERK



**VILLAGE OF TINLEY PARK, ILLINOIS**

**INVITATION FOR BID (IFB)**

**IFB TITLE: GETAC BODY CAMERA SYSTEM**

**RESPONSE DUE DATE: May 5th 2023 10:30 AM**

**SUBMIT TO:** VILLAGE OF TINLEY PARK  
ATTN: CLERKS OFFICE IFB GETAC BODY CAMERA  
16250 S. OAK PARK AVE.  
TINLEY PARK, IL 60477

**QUESTIONS & CORRESPONDENCE:** [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org)

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**INTENT:**

The Village of Tinley Park, (referred to hereafter as “the Village”) seeks proposals from qualified persons or firms interested in providing a Getac body camera solution. The items will be procured during the Village of Tinley Park’s fiscal year 2024.

**QUESTIONS & CORRESPONDENCE:**

If you wish to receive any correspondence regarding this invitation for bid please register by sending an email to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) and reference the name of this IFB in the subject.

All questions concerning this IFB are to be submitted no less than three (3) business days prior to the response due date via email to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org). All questions must clearly identify this IFB by name in the subject, failure to format a question correspondence properly may result in no response from the Village. Answers and addendums will be provided in writing via email to all registered interested respondents in a timely manner. In order to avoid ambiguity related to definitions of words and phrases Appendix A contains a glossary of terms used within this IFB.

**Communication regarding this IFB with the IT or Police Department prior to the due date is explicitly forbidden and may result in nullification of respondent proposal.**

**PROPOSAL SUBMITTAL:**

Sealed proposals must be received at the address provided below no later than 10:30 AM on May 5, 2023. Respondents must submit one (1) original proposal and two (2) additional copies in a sealed envelope clearly marked with the name of this IFB.

As part of the proposal sheet respondents must provide an email address which the Village will use to request an electronic version of the proposal. The electronic version must be the same as the proposal submitted in the sealed envelope (the hardcopy). The Village will request the electronic copy within five (5) business days after the IFB due date. Failure to provide, or absence of a Village request for the electronic copy will not void hardcopy responses. If there is any discretion between the electronic and hardcopy the Village will use the hardcopy as the authoritative source. **The required hardcopy submission is to be delivered to:**

Village of Tinley Park  
ATTN: Clerk’s Office IFB Getac Body Camera  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477



**SCHEDULE OF EVENTS:**

<b>Activity</b>	<b>Date/Time</b>
IFB issuance	4/24/2023
Question cut-off	5/2/2023 10:30 AM
IFB closing/responses due	5/5/2023 10:30 AM
Request for electronic copy cut-off	5/12/2023
Notification to successful respondents	5/15/2023
Presentation to Village Board	5/16/2023

**CURRENT SETUP:**

The Village of Tinley Park consists of approximately 500 employees spanning over 10 distinct departments including Police, Fire, 911 Dispatch and Public Works. The Village has a centralized Information Technology department which provides enterprise support to all employees and departments via a mixture of effort from the staff employees, staff augmentation via contractors, and professional services from managed service providers.

The Police department currently does not utilize body cameras and does not have a current body camera solution. Police vehicles are equipped with an in-car video system which records based on certain specified trigger events. Vehicles are equipped with either the new standard Getac cloud based in-car video solution or the legacy on premise Panasonic Arbitrator system.

**SCOPE OF PROJECT:**

Illinois state law requires police departments for municipalities the size of the Village of Tinley Park to equip all officers with body worn cameras no later than January 1, 2024.

The Village is seeking to identify and select a single vendor to provide new Getac body worn cameras, planned body camera refresh in year three (3), Multidock stationary docking station with datamover, Single port vehicle dock, magnetic quick release charging USB cable, body worn camera Bluetooth trigger box, camera mounts, applicable warranties for hardware purchased, appropriate cloud licenses for users and devices, on-site consulting, and two (2) on-site training days.

The section labeled "Detailed Specifications and Quantities" lists the item part numbers, descriptions and the quantities the Village intends to purchase.

The Village WILL NOT accept substitutions on any parts listed, all proposals with mismatching hardware specifications will be dismissed.

**SOLICITATION PROCESS & PROCEDURES:**

The Village intends to purchase the quantity listed from a single vendor. The Village will not accept bids for a subset of the items. The Village retains the sole discretion to modify the quantity of items purchased, if a reduction would impact cost the respondent may resubmit amended pricing.

The respondent is to supply information addressing all items listed. The Proposal Sheet repeats the list of items in the detailed specifications and quantities section and is required as part of the response. **No item substitutions will be accepted.**

All efforts have been made to verify part numbers and descriptions, if there is a perceived discrepancy listed in the detailed specifications please address this by following the procedure outlined in the “questions and correspondence” section.

**DETAILED SPECIFICATIONS AND QUANTITIES:**

Item	Part #	Description	Qty	Type
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services
16	OZX07X	Getac Video On-Site Training - Per day	2	Services

**EXPECTED DELIVERABLES:**

Proposals must include the following clearly marked section(s):

1. Completion of Proposal Sheet – Total costs to the Village for all items and quantities listed in Detailed Specifications and Quantities. Enter the extended price for each line item (not individual unit cost) and then total this column to calculate total price.
2. Completion of Company Profile Worksheet

**PROPOSAL SELECTION:**

Proposal review criteria: Lowest total cost

Selection will be made solely on the lowest priced proposal.

**SPECIAL REQUIREMENTS:**

The following special requirements are necessary for a complete proposal specification. Unless noted otherwise, all special requirements are to be included in the price for each section bid on.

Delivery: The successful respondent will coordinate delivery with the Village's Information Technology department. The equipment will be delivered FOB destination to the Village Hall Building, 16250 S. Oak Park Ave., IL 60477, as directed by the Village Information Technology department.

Invoicing: The vendor shall invoice the Village for the total units delivered. Invoices shall include the purchase order number. Payment shall be made following Village approval of the invoice.

Additions or Removals: The Village has the right to add or remove quantity from this bid. Respondents are advised that although the Village does plan to purchase the full stated amount this is not a promise to purchase. The Village retains the right to increase or decrease the actual quantity purchased based on the 2024 fiscal year budget.

**PROPOSAL SHEET:**

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: \_\_\_\_\_

Item	Part #	Description	Qty	Type	Cost
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware	
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware	
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware	
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware	
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware	
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware	
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware	
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware	
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty	

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty	
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty	
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty	
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software	
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software	
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services	
16	OZX07X	Getac Video On-Site Training - Per day	2	Services	
<b>Total Price (Sum of all items above)</b>					

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

\_\_\_\_\_ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.

**COMPANY PROFILE WORKSHEET:**

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A: GLOSSARY**

*Electronic version* – A copy of the proposal in common office format (docx, pdf, odt, etc...). The Village will reach out to the respondent via email and ask for this copy to be sent back to the village via email. For security reasons, the Village will not accept electronic copies on physical media. Respondents cannot submit an electronic version as their proposal, the Village will only accept a hardcopy proposal, no exceptions. Questions inquiring if the Village will accept proposals electronically will not warrant a response.

*Extended Price* – The result of multiplying the unit price by the quantity requested

*Fiscal Year 2024* – The Village's fiscal year 202 begins on 5/1/2023 and ends on 4/30/2024

*Hardcopy* – A physical, tangible submission printed on paper. This is a requirement for the proposal.

*Respondent* - The vendor participating in the RFP process.

*Unit Price* – The price at which a single quantity of a product is being sold



**PROPOSAL SHEET:**

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: Midwest Public Safety Group

Item	Part #	Description	Qty	Type	Cost
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WWGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware	\$41,610.00
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware	\$40,280.00
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware	\$16,404.00
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware	\$1,482.75
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware	\$1,950.00
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware	\$4,420.00
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware	\$10,595.00
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware	\$5,880.00
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty	\$6,840.00

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty	\$14,691.75
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty	\$2,235.84
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty	\$1,340.80
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software	\$211,869.00
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software	\$7,200.00
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services	\$5,000.00
16	OZX07X	Getac Video On-Site Training - Per day	2	Services	\$5,000.00
<b>Total Price (Sum of all items above)</b>					<b>\$376,799.14</b>

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

Midwest Public Safety Group (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.



# Interoffice Memo

**Date:** May 9, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Darlene Milanowicz, Engineering Project Manager  
**Subject:** 2023 Pavement Marking Program (Year 2 of 3) Contract Renewal

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

Scope of Work: This work consists of furnishing and applying paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village. Traffic Control Company has completed the Village's Pavement Marking Program in the past with satisfactory work.

Background:

The service contract was advertised and bid in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years with an annual increase of 3% or 100% of the annual change in Consumer Price Index (CPI-U) for the proceeding calendar year identified by the Contractor should their services be found acceptable by the Village. Last year's services by Traffic Control Company were found to be acceptable and their previous services for the Village find them to be a credible, trustworthy Contractor.

Bids were opened on June 15, 2022. Traffic Control Company was the low bidder in the amount of \$182,544.78. The contract total is \$104,889.49 plus \$95,110.50 contingency for 2023. Contingency will be utilized to expand beyond original scope of work.

Budget / Finance: Funding is budgeted for FY24.

Budget Available:	\$200,000.00	
Lowest Responsible Bidder:	\$104,889.49	
Contingency Amount:	<u>\$95,110.51</u>	
Difference:	0	On Budget

Staff Direction Request:

1. Approve Contract Extension with STF LLC d/b/a Traffic Control Company for the 2023 Pavement Marking Program (Year 2 of 3) in the amount of \$200,000.
2. Direct Staff as necessary.

Attachment:

1. 2022 Bid Tab.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-052**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT  
MARKING PROGRAM**

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

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

---

**RESOLUTION NO. 2023-R-052****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT MARKING PROGRAM**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with STF LLC d/b/a Traffic Control Company, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16<sup>th</sup> day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

### **2023 PAVEMENT MARKING PROGRAM STF LLC D/B/A TRAFFIC CONTROL COMPANY**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-052, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT MARKING PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

VILLAGE CLERK



2022 Pavement Marking Program  
Owner: Village of Tinley Park  
Solicitor: Tinley Park IL, Village of  
6/15/2022 10:00 AM CDT

LOW BID

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Traffic Control Company		Superior Road Striping		Precision Pavement Markings		Mainenance Coatings Co		Roadsafe Traffic Systems	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Paint Pavement Marking - Line 4"	FOOT	67,150.0	\$ 0.25	\$16,787.50	\$0.24	\$16,116.00	\$ 0.20	\$13,430.00	\$ 0.55	\$36,932.50	\$ 0.35	\$23,502.50	\$ 0.80	\$53,720.00
2	Paint Pavement Marking - Line 6"	FOOT	9,022.0	\$0.58	\$5,232.76	\$0.55	\$4,962.10	\$ 0.95	\$8,570.90	\$ 0.75	\$6,766.50	\$ 0.65	\$5,864.30	\$ 2.40	\$21,652.80
3	Paint Pavement Marking - Line 12"	FOOT	4,391.0	\$1.38	\$6,059.58	\$1.25	\$5,488.75	\$ 2.00	\$8,782.00	\$ 1.15	\$5,049.65	\$ 1.50	\$6,586.50	\$ 4.80	\$21,076.80
4	Paint Pavement Marking - Line 24"	FOOT	2,049.0	\$2.76	\$5,655.24	\$2.50	\$5,122.50	\$ 3.45	\$7,069.05	\$ 3.00	\$6,147.00	\$ 3.00	\$6,147.00	\$ 9.60	\$19,670.40
5	Paint Pavement Marking - Letters And Symbols	SQ FT	3,438.0	\$2.76	\$9,488.88	\$2.50	\$8,595.00	\$ 3.50	\$12,033.00	\$ 3.00	\$10,314.00	\$ 3.00	\$10,314.00	\$ 9.60	\$33,004.80
6	Modified Urethane Pavement Marking - Letters And Symbols	SQ FT	2,245.0	\$6.75	\$15,153.75	\$5.75	\$12,908.75	\$ 7.00	\$15,715.00	\$ 7.00	\$15,715.00	\$ 5.25	\$11,786.25	\$ 20.00	\$44,900.00
7	Modified Urethane Pavement Marking - Line 4"	FOOT	82,015.0	\$0.68	\$55,770.20	\$0.55	\$45,108.25	\$ 0.85	\$69,712.75	\$ 0.75	\$61,511.25	\$ 0.95	\$77,914.25	\$ 1.50	\$123,022.50
8	Modified Urethane Pavement Marking - Line 6"	FOOT	7,011.0	\$1.35	\$9,464.85	\$1.44	\$10,095.84	\$ 1.25	\$8,763.75	\$ 0.95	\$6,660.45	\$ 1.40	\$9,815.40	\$ 5.00	\$35,055.00
9	Modified Urethane Pavement Marking - Line 12"	FOOT	3,978.0	\$2.70	\$10,740.60	\$2.88	\$11,456.64	\$ 3.00	\$11,934.00	\$ 1.65	\$6,563.70	\$ 2.60	\$10,342.80	\$ 10.00	\$39,780.00
10	Modified Urethane Pavement Marking - Line 24"	FOOT	1,898.0	\$5.40	\$10,249.20	\$5.75	\$10,913.50	\$ 7.00	\$13,286.00	\$ 7.00	\$13,286.00	\$ 5.25	\$9,964.50	\$ 20.00	\$37,960.00
11	Grooving For Recessed Pavement Marking, Letters And Symbols	SQ FT	2,245.0	\$2.75	\$6,173.75	\$3.00	\$6,735.00	\$ 7.00	\$15,715.00	\$ 2.95	\$6,622.75	\$ 10.25	\$23,011.25	\$ 8.00	\$17,960.00
12	Grooving For Recessed Pavement Marking 5"	FOOT	82,015.0	\$0.60	\$49,209.00	\$0.36	\$29,525.40	\$ 0.40	\$32,806.00	\$ 0.58	\$47,568.70	\$ 0.55	\$45,108.25	\$ 0.50	\$41,007.50
13	Grooving For Recessed Pavement Marking 7"	FOOT	7,011.0	\$0.80	\$5,608.80	\$0.55	\$3,856.05	\$ 0.60	\$4,206.60	\$ 0.90	\$6,309.90	\$ 0.75	\$5,258.25	\$ 2.00	\$14,022.00
14	Grooving For Recessed Pavement Marking 13"	FOOT	3,978.0	\$1.40	\$5,569.20	\$1.50	\$5,967.00	\$ 2.00	\$7,956.00	\$ 2.00	\$7,956.00	\$ 1.00	\$3,978.00	\$ 4.00	\$15,912.00
15	Grooving For Recessed Pavement Marking 25"	FOOT	1,898.0	\$3.00	\$5,694.00	\$3.00	\$5,694.00	\$ 4.00	\$7,592.00	\$ 2.95	\$5,599.10	\$ 10.25	\$19,454.50	\$ 8.00	\$15,184.00
As Read Total:						\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80	
Corrected Total:					\$216,857.31	\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80	



**VILLAGE OF TINLEY PARK****SERVICE CONTRACT 2023 PAVEMENT MARKING YEAR 2 OF 3**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

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

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

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

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

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

JM Form C Additional Information (if required)

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

JM Illinois Department of Revenue registration

JM Illinois Department of Employment Security registration

JM Standards of Apprenticeship/Apprentice Agreements

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

JM Written Safety Policy Statement signed by company representative

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

JM Workers' Compensation Coverage

JM Professional or Trade Licenses

**CERTIFICATIONS BY CONTRACTOR****Affidavit of Compliance**

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

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

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

The undersigned Fred Manning, as Controller and on behalf  
(Name) (Title)  
of STFLC dba Traffic Control Company having been duly sworn under oath certifies that:  
(Contractor)

**Business Organization**

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

☐ Sole Proprietor or Partnership

☒ LLC

☐ Corporation

☐ Independent Contractor (Individual)

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

Authorized to do business in the State of Illinois:

Yes ☒ No ☐

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

Federal Employer I.D. #: 20-8856176

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

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

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

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

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

**Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes ☐ No ☒

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

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**EOE Compliance**

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

Yes ☒ No ☐**Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A ☐ Yes ☐ No ☐**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

License	Number	Date Issued	Current Expiration	Holder of License



**Eligibility to Contract**

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

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
Title

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

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

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
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.

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
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.

STF LLC dba Traffic Control Company  
Name of Contractor (please print)

Patrick Manning  
Submitted by (signature)

Controller  
Title

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

The undersigned hereby certifies that:

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

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

STF LLC dba Traffic Control Company  
Name of Contractor (please print)

Patrick Manning  
Submitted by (signature)

Controller  
Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

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



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

STF LLC dba Traffic Control Company

Name of Contractor (please print)

Fredrick Manning

Submitted by (signature)

Controller

Title

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

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

STF LLC dba Traffic Control Company

Name of Contractor (please print)

Fredrick Manning

Submitted by (signature)

Controller

Title

*[Signature Page to Follow]*

**CONTRACTOR NAME**BY: Fred Manning5/9/23  
DatePrinted Name: Fred ManningTitle: Controller**VILLAGE OF TINLEY PARK**

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

(required if Contract is \$20,000 or more)

\_\_\_\_\_  
Date**VILLAGE OF TINLEY PARK**

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

Village Manager

\_\_\_\_\_  
Date

**Exhibit A****SCOPE OF SERVICES**

The proposed construction consists of furnishing and installing paint and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village. A map and/or list of the proposed locations for this Work are provided below. If the annual renewal option is exercised by the Village, an updated map and/or list of locations will be issued to the Contractor no later than May 1st of the subsequent year and a preconstruction meeting scheduled once the Contractor has prepared their schedule to complete the proposed Work.

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Material</b>
Convention Center Drive	183rd Street	Parking Lot	PAINT
92nd Avenue	183rd Street	Church	PAINT
88th Avenue South	North Village limit (Just south of 192nd St)	LaPorte Road	PAINT
179th St	94th Ave	80th Ave	PAINT
169th Street	82nd Avenue (School Zone)	80th Avenue	PAINT
Timber Drive	80th Avenue	Entrance to 7700 Timber Drive	TEST STRIP GROOVE/THERMO
Veterans Parkway	Timber Drive	183rd Street	TEST STRIP GROOVE/URETHANE
Ridgeland Avenue	Honey Ln	167th St	PAINT
Ridgeland Avenue	167th St	Terrace Dr	PAINT
Centennial Dr	Harlem Ave	Oak Park Ave	PAINT
West Creek Drive	Just south of 183rd St.		PAINT
North Creek Drive	Just south of 183rd St.		PAINT
76th Ave	Just south of 183rd St.	Approx. 182'	PAINT
Brookside Glen Drive	Greenway Boulevard	191st Street	PAINT
Oak Park Avenue	183rd Street (School Zone)	Tinley Park Drive	GROOVE/URETHANE
Oak Park Avenue	159th	167th	GROOVE/URETHANE
Sayre Ave/70th Ave	183rd St	182nd St	GROOVE/URETHANE

**Proposal Title:**  
**VILLAGE OF TINLEY PARK**  
**2023 Pavement Marking Program**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

*(To be provided by Contractor prior to Award of Contract)*



# Interoffice Memo

**Date:** May 5, 2023

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

**From:** Danny Quinn, Head Mechanic

**Subject:** Fleet Vehicle Purchase List Approval

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

Description: Approve the Public Works Fleet Vehicle Purchase List that includes various vehicles with a purchase amount exceeding \$20,000 for each vehicle as listed below.

Background: Requesting purchase approval for the following vehicles that were previously pre-approved via FY 2024 budget:

<u>Vehicle/Equipment</u>	<u>Estimated Cost</u>	<u>Quantity</u>
PW Back Hoe	\$190,000	1
PW Street Sweeper	\$370,600	1
PW Pickup Truck*	\$49,000	1
PW Van*	\$66,600	1
PW Van/Pickup Truck*	\$70,000	1
PW Light Tower	\$20,000	1
Police Explorer Interceptor	\$70,000	6
Police SUV (Sergeant)	\$60,000	1
Police SUV (tact)*	\$45,000	4
Police Message Boards	\$19,000	3
EMA Small SUV*	\$37,500	2
EMA Light Tower	\$16,000	1
Building Small SUV*	\$35,000	1
<b>TOTAL</b>	<b>\$1,571,700</b>	

\* Denotes vehicles planned to be acquired via Enterprise.

All vehicles will be purchased through our standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, Sourcewell, Illinois Procurement Bulletin, and Enterprise Lease Program).

Budget / Finance: Funding is budgeted and available in the approved FY2024 Budget; Capital Fund.

Budget Available	\$1,571,700
Contract Amount (Approximate)	\$1,571,700
Difference – UNDER BUDGET (Approximate)	\$0

Staff Direction Request:

1. Approve the Public Works Fleet Vehicle Purchase List as estimated in the following amount of \$1,571,700.
2. Direct staff as necessary.



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-054**

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**A RESOLUTION APPROVING THE PUBLIC WORKS FLEET VEHICLE PURCHASE LIST**

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

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

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**RESOLUTION NO. 2023-R-054****A RESOLUTION APPROVING THE PUBLIC WORKS FLEET VEHICLE PURCHASE LIST**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered the Fleet Vehicle Purchase which includes various vehicles with a purchase amount exceeding \$20,000 for each vehicle, a true and correct copy of such quotes being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16<sup>th</sup> day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

**EXHIBIT 1**

**PUBLIC WORKS FLEET VEHICLE PURCHASE LIST**



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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-054, “**A RESOLUTION APPROVING THE PUBLIC WORKS FLEET VEHICLE PURCHASE LIST**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

VILLAGE CLERK

# Village of Tinley Park

## 2023/2024 Vehicle Replacements

D.QUINN

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## Replacement Guidelines Sedans and Light Trucks (1 Ton and Less)

Factor	Points	Description
Age	1	Each Year of chronological age.
Miles/Hour	1	Each 10,000 miles of usage
	1	Each 250 hours of usage
Type of	1	Standard sedans and light pickups
Service	2	Standard vehicles with the occasional off-road usage
	3	Any vehicle that pulls trailers, hauls heavy loads, and has continued off-road usage
	4	Any vehicle involved in snow removal
	5	Police, Fire, and Rescue service vehicles
Reliability	1	In shop one time within a three month time period, no major breakdowns or road calls.
(PM work	2	In shop one time within a three month time period, 1 breakdown or road call within in a three month period.
is not	3	In shop more than twice within a one month time period, no major breakdown or road call
included)	4	In shop more than once within one month time period, two or more breakdowns/ road calls within the same time period
	5	In shop more than twice monthly, two or more breakdowns within one month time period.
M&R	1	Maintenance costs are less than or equal to 9% of replacement cost.
Costs	2	Maintenance costs are 10-20% of replacement cost.
(Accident	3	Maintenance costs are 21-30% of replacement cost.
Repairs	4	Maintenance costs are 31-40% of replacement cost.
not	5	Maintenance costs are greater than or equal to 41% of replacement cost.
Condition	1	No visual damage or rust and a good drive train
	2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on
Point Ranges		
0-17	Excellent	Do not replace
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement

<b>Vehicle #</b>		<b>Department</b>	
------------------	--	-------------------	--

<b>Year/ Make/ Model</b>	
--------------------------	--

**Age**

In service date	
Total years	
<b>Points</b>	

Mileage	
Hours	
<b>Points</b>	

**Type of service (usage)**

Description	
<b>Points</b>	

**Reliability**

Road calls	
Breakdown/ safety issues	
<b>Points</b>	

**M & R**

Preventative Maintenance	
Other Repairs	
<b>Total Maintenance</b>	

<b>Replacement cost</b>	
% of replacement cost	
<b>Points</b>	

**Condition**

Accidents	
If yes, #	
Paint/ body	
Interior	
Drive train	
<b>Points</b>	

**TOTAL POINTS:**

--

**Prepared by:****Date:**

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

Recommendation	
Destination	

## PUBLIC WORKS

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved
3ST	40	147	2004	New Holland	Backhoe	John Deere 410	\$190,000.00	n/a	2016	19	X
4ST	33	61	2007	E350	Van	Transit Van	\$60,000.00	\$70,000.00	2017	16	X
2ST	32	90	2007	Sterling	Sweeper	Sweeper	\$370,000.00	n/a	2019	16	X
WTR1	30	20	2013	Dodge	Caravan	Ford F150 Pickup	\$49,200.00	\$60,000.00	2020	10	X
1EL	30	62	2011	Ford	E350 Van	Ford Transit Van	\$62,000.00	\$70,000.00	2021	12	X
1ST	24	158	2015	Falcon	Asphalt	Asphalt Heater	\$47,000.00	n/a	2025	8	
WTR2	21	88	2018	Ford	Transitconnect	Ford Escape	\$39,200.00	\$46,000.00	2023	5	
new	new	new	2023	Tapco	Message Board	Message Board	\$18,790.31	n/a	n/a	n/a	
new	new	new	2023	Tapco	Message Board	Message Board	\$18,790.31	n/a	n/a	n/a	
2EL	new	new	2023	Wacker	Light tower	Light tower	\$20,000.00	n/a	n/a	n/a	X
							\$874,980.62				

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

## PUBLIC WORKS

### Street

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved
3ST	40	147	2004	New Holland	Backhoe	John Deere 410	\$190,000.00	n/a	2016	19	X
4ST	33	61	2007	E350	Van	Transit Van	\$63,000.00	\$70,000.00	2017	16	X
2ST	32	90	2007	Sterling	Sweeper	Sweeper	\$370,000.00	n/a	2019	16	X
Requested Amount							\$623,000.00				

Lease

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

## PUBLIC WORKS

### Water

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved	
WTR1	30	20	2013	Dodge	Caravan	Ford F150 Pickup	\$49,200.00	\$60,000.00	2020	10	X	Lease

Amount

\$49,200.00

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.



## PUBLIC WORKS

### Electrical

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved	
1EL	30	62	2011	Ford	E350 Van	Ford Transit Van	\$62,000.00	\$70,000.00	2021	12	X	lease
2EL	n/a	new	2023	Wacker	Light tower	Light tower	\$20,000.00	n/a	n/a	new	X	
Amount							\$82,000.00					

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

## POLICE

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Replacement Year	Actual Age of Equipment	Approved
1PD	31	1s	2013	Ford	Police SUV	Police SUV	\$70,000.00	2020	10	X
2PD	30	2s	2013	Ford	Police SUV	Police SUV	\$70,000.00	2020	10	X
3PD	29	17B	2014	Ford	Police SUV	Police SUV	\$70,000.00	2021	9	X
4PD	28	7D	2014	Ford	Police SUV	Police SUV	\$70,000.00	2021	9	X
5PD	28	9A	2016	Ford	Police SUV	Police SUV	\$70,000.00	2023	7	X
totalled		24B	2016	Ford	Police SUV	Police SUV	\$70,000.00	2023	7	X

\$420,000.00

1	new	Sergeant	2024	Ford	Police SUV		\$60,000.00
4	new	Tact	2024	TBD	SUV		\$180,000.00

Amount      \$660,000.00

\* Prices are subject to change

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

**EMA**

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved	
1EMA	40	677	2000	Ford	Crown Vic	Ford Escape	\$37,500.00	\$46,000.00	2012	22	X	lease
2EMA	39	678	2001	Ford	Crown Vic	Ford Escape	\$37,500.00	\$46,000.00	2013	21	X	lease
							\$75,000.00					
			2023	new	Light Tower		\$16,000.00					
Amount							\$91,000.00					

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

## **BUILDING**

Priority Level	Points	Vehicle Number	Year	Manufacturer	Description	Replacement Description	Replacement Cost *	Retail Pricing	Replacement Year	Actual Age of Equipment	Approved
new	new	new	2023	Ford	Escape	Ford Escape	\$35,000.00	\$46,000.00	n/a	n/a	X
Amount							\$35,000.00				

lease

\* Prices are subject to change

Lease

0-17	Excellent	Do not Replace.
18-22	Good	Re-evaluate for next year's budget.
23-27	Satisfactory	Qualifies for replacement this year if budget allows.
28+	Poor	Needs priority replacement.

**Interoffice****Memo**

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**Date:** May 2, 2023

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

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

**Subject:** General Design and Construction Engineering Services – Robinson Engineering, Ltd.

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

Description: Robinson Engineering, Ltd. provides the Village various Engineering services. The previous Professional Services Agreement with REL has expired and an update is required. REL has provided great engineering design and construction engineering services and continually exceeds expectations. The agreement includes annual rate terms through 4/30/2024 and the subsequent two years fee schedules will increase by 0%-5%.

Staff Direction Request:

1. Approve the Professional Engineering Services Agreement for General Design and Construction Engineering Services between the Village and Robinson Engineering, Ltd.
2. Direct Staff as necessary.

Attachments:

1. Robinson Engineering, Ltd Professional Service Agreement.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2023-R-053**

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**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR  
GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

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

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

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**RESOLUTION NO. 2023-R-053****A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Robinson Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 16<sup>th</sup> day of May, 2023, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

### **ROBINSON ENGINEERING, LTD. PROFESSIONAL SERVICES AGREEMENT FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**



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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-053, “**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

VILLAGE CLERK

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2023 (“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 (hereafter the “Service”). 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. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will 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 for the entirety of 2023. In the subsequent two years, the fee schedule will be increased by 0%-5% each year subject to negotiations between the Village and the Consultant.

## 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.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

## 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.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not

limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

#### V. WARRANTY

Consultant represents 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 accordance with the Standard of Care presented in Section 1.A, and 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.

17000 South Park Avenue

South Holland, IL 60473

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.

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

**VILLAGE OF TINLEY PARK**By: \_\_\_\_\_  
Village President

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

**ROBINSON ENGINEERING LTD.**By: Way Lator

Its: Director of Operations

DATE: 4/27/23**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.

Van Calombaris

Name of Consultant (please print)

Way Lator

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)

Way Lator

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

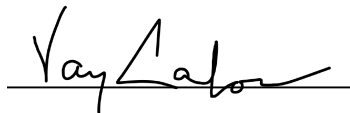
**Certificate Regarding Sexual Harassment Policy**

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.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

**EXHIBIT A**

**Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park for General Design and Construction Engineering Services.**



**EXHIBIT B**

**Fee Schedule**

Classification	Rate
Principal Engineer 1	\$213.00
Senior Project Manager 1 / 2	\$193.00 / \$202.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$178.00 / \$190.00
Project Engineer 1 / 2 / 3 / 4	\$133.00 / \$142.00 / \$152.00 / \$163.00
Project Manager 1 / 2 / 3	\$142.00 / \$153.00 / \$163.00
Senior Project Scientist	\$160.00
Engineering Technician	\$135.00
Chief Land Surveyor	\$172.00
Land Surveyor 1 / 2 / 3	\$128.00 / \$146.00 / \$158.00
Surveying Technologist 1 / 2	\$113.00 / \$128.00
Senior Planner	\$162.00
Planner	\$135.00
Grant Writer 1 / 2	\$95.00 / \$115.00
Project Developer 1 / 2 / 3	\$113.00 / \$152.00 / \$177.00
GIS Coordinator	\$168.00
GIS Developer	\$139.00
GIS Technologist	\$111.00
CAD Manager	\$160.00
CAD Designer	\$140.00
CAD Technologist 1 / 2	\$105.00 / \$121.00
Resident Engineer 1 / 2 / 3	\$133.00 / \$152.00 / \$165.00
Resident Engineering Rep 1 / 2 / 3	\$137.00 / \$142.00 / \$148.00
Field Superintendent	\$180.00
Assistant Field Superintendent	\$170.00
Field Crew Chief	\$133.00
Field Crew Member 1 / 2	\$83.00 / \$101.00
Operations Manager	\$150.00
Operations Coordinator	\$108.00
Operator 1 / 2 / 3	\$92.00 / \$98.00 / \$104.00
IT Coordinator	\$152.00
IT Technologist	\$113.00
Administrative 1 / 2	\$83.00 / \$95.00
Project Administration	\$110.00
Intern	\$55.00

- Rates are subject to revision on or after 1/1/2024.
- 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. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• 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 Certificate**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467		<b>CONTACT NAME:</b> Certificates Team <b>PHONE (A/C, No, Ext):</b> 708-845-3917 <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Robinson Engineering Ltd 17000 South Park Avenue South Holland IL 60473		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hanover Insurance Company <b>INSURER B:</b> Harleysville Preferred Insurance Company <b>INSURER C:</b> Harleysville Worcester Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
ROBIENG-01		NAIC #	
		22292	
		35696	
		26182	

**COVERAGES****CERTIFICATE NUMBER:** 1724481703**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB0000004888BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC0000004886BU	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Pollution Liability			MPA0000004887BU	1/1/2023	1/1/2024	Occ / Agg Limit 2,000,000
A	Cyber Liability			LHC-H475039-01	1/1/2023	1/1/2024	Limit 1,000,000
B	Drone Liability			MPA0000004887BU	1/1/2023	1/1/2024	Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

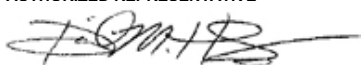
Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form. Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park  
 16250 S. Oak Park Avenue  
 Tinley Park IL 60477

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

AUTHORIZED REPRESENTATIVE



# STAFF COMMENT

# **BOARD COMMENT**

# **PUBLIC COMMENT**



**CONSIDER A PROCLAMATION  
RECOGNIZING TINLEY PARK'S  
FIRST ANNUAL  
"RESIDENT OF THE YEAR"**

**President Glotz**

**ADJOURNMENT**