

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Wednesday, August 2, 2023, beginning at 5:00 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

5:00 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
VILLAGE BOARD MEETING HELD ON JULY 18, 2023.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE
 AMOUNT OF \$1,534,257.09 AS LISTED ON THE VENDOR BOARD
 APPROVAL REPORTS DATED JULY 21, AND 28, 2023.

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

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-042 APPROVING A FIRST AMENDMENT TO THE HARMONY SQUARE DEVELOPMENT AGREEMENT (NORTH STREET AT OAK PARK AVENUE) - **Trustee Mahoney**

ACTION: Discussion: As the Harmony Square project continues to move forward, there have been a few requested changes to the Development Agreement. This amendment reduces the overall Tax Increment Financing (TIF) incentive amount due to an overall reduction in total project costs. This Ordinance was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-086 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE - **Trustee Mueller**

ACTION: Discussion: This agreement includes the scope of services that consists of Design Development and Construction Documents for the landscape architecture and of Harmony Square and the surrounding streetscapes, as well as other downtown related design elements, such as pedestrian walkway connections. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-087 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND R. C. WEGMAN / CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE - **Trustee Mueller**

ACTION: Discussion: This agreement with R.C. Wegman and sub-consultant Cullen Construction Management to provide Owners Representation Consulting Services during the pre-construction phase – Design Development and Construction Documents of the Harmony Square project and act as an extension of Tinley Park. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-084 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE - **Trustee Mueller**

ACTION: Discussion: This agreement includes the scope of services consisting of design of all building structures of Harmony Square, including the hospitality building located at the corner of Oak Park Avenue and North Street, the Harmony Square support and stage building located at the corner of Oak Park Avenue and 173rd Street, and the VIP building for concert viewing. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-083 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE - **Trustee Mueller**

ACTION: Discussion: This agreement includes the scope of services that consists of Professional Engineering and Surveying Services for Harmony Square and surrounding area of public infrastructure improvements – roadway, water main and manhole rehabilitation, as dated in the June 15, 2023, Professional Services Agreement. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-085 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE - **Trustee Mueller**

ACTION: Discussion: This agreement includes the scope of services that consists of site utilities and civil work for the Harmony Square Plaza and surrounding areas, dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination as further described in the proposal dated July 26, 2023. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-041 AMENDING TITLE IX, CHAPTER 91, SECTION 08, OF THE TINLEY PARK MUNICIPAL CODE - IMPOUNDMENT AND REDEMPTION FOR STRAY ANIMALS - **Trustee Brennan**

ACTION: Discussion: Consider amending the Village Code of Ordinances to allow all animal shelters in the community to set their own prices for the services they provide to the community. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-082 AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE'S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES - **Trustee Brennan**

ACTION: Discussion: Consider amending the agreement to allow Community Service Officers to deliver stray animals to the P.A.W.S. facility, allow P.A.W.S. to set their own prices for impoundment fees, and allow P.A.W.S. to determine which payment methods they can accept. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #13

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #14

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #15

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- D. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JULY 18, 2023**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on July 18, 2023. President Glotz called this meeting to order at 6:37 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 Shaw, seconded by Trustee Mahoney to approve the agenda as written or amended for this meeting. 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 Shaw, seconded by Trustee Sullivan to approve and place on file the minutes of the regular Village Board Meeting held on June 20, 2023. 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 recognize **JOSH TEARE'S WISH COME TRUE**. Tinley Park resident, 6-year-old Josh Teare, received his wish to travel to San Diego, California with his family to visit the San Diego Zoo, Sea World, and Legoland from the Make-A-Wish Foundation. 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 recognize **TUESDAY, AUGUST 1, 2023, AS "NATIONAL NIGHT OUT IN THE VILLAGE OF TINLEY PARK"**. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie. This is the 40th year that the Village of Tinley Park has participated in this national event. President Glotz asked if there were any comments from members of the Board or public. There were none.

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

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

- Back Intact Chiropractic, 16735 Oak Park Avenue
- Epic Wings, 17120 South Harlem Avenue

Motion was made by Trustee Shaw, seconded by Trustee Sullivan to appoint **KELLY OSWALD TO THE POSITION OF MARKETING PROGRAM COORDINATOR**. Kelly joined the Village in February 2022 in a part-time role to oversee the summer Farmers Market. Since then, she has supported the marketing department with various programming initiatives. Kelly has nearly 16 years of management and customer service experience and holds a Bachelor's Degree in Mass Communications and Media Studies. 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 **ALEXANDRA SCHMECKPEPER TO THE POSITION OF POLICE CLERK MATRON**. Alex has worked for the Records Division in a part-time role for over eight (8) years and has demonstrated a strong understanding of the responsibilities and requirements of the position. She has excellent customer service skills, displayed an aptitude for technology, and is detailed oriented. She is recommended for promotion to the midnight shift, full-time position in the Records Division. 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 **THE FOLLOWING COMMISSION LIAISON FOR THE 2024 FISCAL YEAR:**

Environmental Enhancement

Amanda Loxtercamp

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 Shaw, seconded by Trustee Brady to consider approving the following Consent Agenda items:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-072 APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING THE TINLEY PARK POLICE DEPARTMENT'S PARTICIPATION IN THE COOK COUNTY SHERIFF'S OFFICE PRESCRIPTION DRUG TAKE BACK PROGRAM.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-073 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN) FOR AN INTRASTATE PROGRAM FOR MUTUAL AID AND ASSISTANCE IN THE AMOUNT OF \$250.

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- C. CONSIDER ADOPTING RESOLUTION 2023-R-074 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES, LLC FOR INFLOW AND INFILTRATION (I/I) INVESTIGATIONS IN THE AMOUNT OF \$68,400.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-078 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN BREMEN HIGH SCHOOL DISTRICT 228 (TINLEY PARK HIGH SCHOOL) AND THE VILLAGE OF TINLEY PARK FOR A SCHOOL RESOURCE OFFICER.
- E. CONSIDER REQUEST FROM HARALD VIKING LODGE #13 TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING JULY 19, 2023, WITH THE WINNER BEING DRAWN EACH TUESDAY AT THE VIKING LODGE, 6730 175TH STREET.
- F. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$6,998,474.01 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 23 AND 30, AND JULY 7 AND 14, 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 Brennan, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2023-O-036 GRANTING AMM WHOLESALE & APPLIANCE A SPECIAL USE AT 8200 185TH STREET**. The Special Use permits retail incidental to wholesale use in the M-1 PD (Tinley Crossings Corporate Center PUD) zoning district. The Plan Commission held a Public Hearing on July 6, 2023, and voted 8-0 to recommend approval of the Special Use Permit in accordance with the listed plans, the recommended condition, and drafted Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 adopt and place on file **ORDINANCE 2023-O-040 GRANTING A SPECIAL USE FOR FINAL APPROVAL OF A PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION (CRANA HOMES, BROOKSIDE VILLAS)**. Crana Homes seeks Final Approval of the Brookside Glen Planned Unit Development and a Final Plat of Subdivision. The Plan Commission held a Public Hearing on July 6, 2023, and voted 8-0 to recommend approval of the Special Use and Final Plat in accordance with the listed plans, the recommended conditions, PUD regulations, and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 adopt and place on file **RESOLUTION 2023-R-075 APPROVING OCCUPATIONAL HEALTH SERVICES FROM NORTHWESTERN MEMORIAL HEALTHCARE**. Consider the approval of primary occupational health services for pre-employment, post-employment, and DOT random program consortium services through Northwestern Memorial Healthcare. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the

Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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-080 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BS&A SOFTWARE FOR FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE AS A SERVICE (“SAAS”)**. The Village's current financial software is nearing the end of its life cycle and will no longer be supported. Furthermore, the existing Community Development software has minimal functionality that limits efficiency and customer service. Therefore, the Village has been going through the selection process for new financial and community development software and recommends moving forward with BS&A Software. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 adopt and place on file **RESOLUTION 2023-R-081 APPROVING A CONTRACT FOR PROJECT MANAGEMENT SERVICES WITH BAECORE GROUP TO PERFORM FINANCIAL AND COMMUNITY DEVELOPMENT SOFTWARE IMPLEMENTATION SERVICES FOR THE COST OF \$280,520**. Baecore Group was selected from an RFP process to assist the Village with the selection of a new financial and community development platform. This contract will engage Baecore Group to continue to work with the Village for the implementation of the financial and community development software previously approved by the board. The total cost for the project management services is not to exceed \$280,520. This agreement was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Shaw to adopt and place on file **RESOLUTION 2023-R-079 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TECORP, INC. FOR POST 1 (6640 167TH STREET) OVERFLOW PIPE REPLACEMENT**. Replace the existing overflow pipe inside the west reservoir at Post 1 Pumping Station (6640 167th Street) with a new overflow pipe mounted to the exterior of the tank. Consider awarding a contract to Tecorp, Inc. in the amount of \$104,800. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 adopt and place on file **RESOLUTION 2023-R-076 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J & L ELECTRONIC SERVICE, INC. FOR THE PUBLIC SAFETY BUILDING DATA CENTER EQUIPMENT MOVE**. This relocation project consists of moving radio, IT, dispatch, fiber, UPS, and related network equipment from the basement of Public Safety into the new Data Room located on the first floor. Consider awarding a contract to J & L Electronic Service, Inc. in the estimated amount of \$185,748.27. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 **RESOLUTION 2023-R-077 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SKC CONSTRUCTION FOR THE 2023 PAVEMENT CRACK FILL PROGRAM (YEAR 2 OF 3) CONTRACT RENEWAL.** This work consists of cleaning and filling transverse and longitudinal joints and cracks in existing bituminous flexible pavement with fiber-modified asphalt cement. Staff have used this maintenance technique to extend the pavement life and save money on asphalt resurfacing. Consider a contract extension with SKC Construction for the 2023 Pavement Crack Fill Program (Year 2 of 3) in the amount of \$185,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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.

Village Manager Carr thanked staff for their hard work with this summer's events. He noted that over 100,000 people have visited Tinley Park in the past couple of weeks to enjoy these events. He thanked the Tinley Park Public Library for the use of their parking lot during the Ribfest which was held over the July 4th holiday weekend and Event Wiz, organizer of the Ribfest for contributing \$70,000 for the security at the Ribfest and Block Party. He gave a special thank you to the Public Safety team, Marketing, and Public Works for their hard work on these events. Mr. Carr also thanked the Mayor, the Village Board, and Paul O'Grady for their support. He looks forward to the many events that will be coming to Harmony Square in the future.

Building Official Mike Coleman presented an overview of projects in the Community Development Department:

- Oak Park Town Houses will be going to workshop with the Plan Commission.
- Underground electrical inspections are being done at the Magnuson Development on 191st Street.
- Pete's Market will have their first inspections for foundations next week.
- Banging Gavel will be opening in the next couple of weeks.
- Loyola is complete. There is a Grand Opening on July 29th.

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

Trustee Brennan stated his appreciation for staff for their hard work with the events over the past couple of weeks.

Trustee Shaw concurred. He noted the great job done by staff.

Trustee Brady stated the Block Party was a great event and concurred with his fellow Trustees.

Trustee Sullivan concurred and stated she is looking forward to the rest of the events this summer.

Clerk O'Connor concurred. She noted many citizens approached her stating that they felt safe at this summer's events.

President Glotz thanked everyone who helped make this summer's events possible. He stated Tinley Park is "Life Amplified". President Glotz acknowledged the Village Staff and their leaders for their hard work. He

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also acknowledged P-4 Security for assisting in keeping us safe at these events, and the vendors who served the community. He thanked Donna Framke for her ingenuity in putting these events together. He stated neighboring communities are asking Tinley Park how the events and safety plans are put together. President Glotz thanked Mike Coleman and Colby Zemaitis for their hard work with projects around the Village. He presented a brief update on the progress at Harmony Square.

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

Michelle O'Brien stated concerns about issues Edgewater Homeowner's Association is having. President Glotz directed her to Police Chief Walsh to assist her with these issues.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adjourn the Village Board meeting at 7:32 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:

Village President

ATTEST:

Village Clerk

vchlist
07/20/2023 3:34:40PM

Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72123	7/21/2023	004640 HEALTHCARE SERVICE CORPORATION	80123		1ST QUARTER FY24 MEDICAL BEN	
				VTP-020012	01-14-000-72430	454,193.83
				VTP-020012	01-14-000-72435	89,924.25
					Total :	544,118.08
203046	7/21/2023	013702 A T & T	9991410807		ACCT#8310011782085 VILL OF TP L	
					01-11-000-72120	149.16
					01-12-000-72120	149.16
					01-14-000-72120	149.16
					01-15-000-72120	149.16
					01-16-000-72120	149.16
					01-17-205-72120	149.16
					01-19-000-72120	149.16
					01-21-000-72120	149.16
					01-26-023-72120	149.16
					01-26-024-72120	149.16
					01-26-025-72120	149.16
					01-33-000-72120	149.16
					01-35-000-72120	149.16
					01-42-000-72120	149.16
					60-00-000-72120	95.41
					63-00-000-72120	10.53
					64-00-000-72120	45.55
					Total :	2,239.73
203047	7/21/2023	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719 LB TIP LINE	
					01-17-225-72120	84.06
					Total :	84.06
203048	7/21/2023	012659 ADVANCE AUTO PARTS	6717319187516		PAINTED ROTOR, BRAKE PADS - R	
					01-33-300-72540	266.76
			6717319342688		CH BUCKET SEAT COVER - UNIT #1	
					01-26-024-72540	72.67
			6717319442762		CARQUEST PREMIUM CHASSIS - T	
					60-00-000-72540	12.23
					63-00-000-72540	4.08

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07/20/2023 3:34:40PM

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203048	7/21/2023	012659 ADVANCE AUTO PARTS	(Continued)		64-00-000-72540	6.99
					Total :	362.73
203049	7/21/2023	002856 AIRY'S, INC	27609	VTP-020149	CONSTRUCTION OF BOOSTER ST, 26-00-000-75708	98,368.20
					Total :	98,368.20
203050	7/21/2023	002668 AMERICAN FAMILY LIFE ASSUR. CO	525727	VTP-019955	FY24 CRITICAL INSURANCE BENE 01-14-000-72435	140.30
					Total :	140.30
203051	7/21/2023	002628 AMERICAN WATER	4000262799		JULY '23 FLAT MONTHLY FEE 64-00-000-73225	455.67
					Total :	455.67
203052	7/21/2023	002424 AMERICAN WATER WORKS ASSOC	SO101625		MEMBERSHIP RENEWAL CONNIE `	
					60-00-000-72720	29.05
					63-00-000-72720	29.05
					64-00-000-72720	24.90
					Total :	83.00
203053	7/21/2023	003229 AMPERAGE ELECTRICAL SUPPLY	1028-1222589	VTP-019659	STREET LIGHT POLES 01-26-024-73570	10,875.00
					Total :	10,875.00
203054	7/21/2023	004223 ARC ILLINOIS / ARC IMAGING	940470		PLOTTER SUPPLIES - 300ML BLK - 01-35-000-73110	348.11
					Total :	348.11
203055	7/21/2023	020280 BETTENHAUSEN & ASSOCIATES LLC	071623		FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	3,862.50
					Total :	3,862.50
203056	7/21/2023	021072 BEYER, DIETHARD	070623		EMA HELP FOR RIBFEST 2023 01-21-000-72790	820.00
					Total :	820.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203057	7/21/2023	002923 BLACK DIRT INC.	5013	VTP-020018	BLACK DIRT TICKETS #133094, 13301-26-023-73680	820.00
			5013.		BLACK DIRT TICKETS #133094, 133060-00-000-73680	252.00
					63-00-000-73680	28.00
					64-00-000-73680	120.00
			5295	VTP-020018	MONEE DIRT FIELD - TICKETS #13301-26-023-73680	375.00
					Total :	1,595.00
203058	7/21/2023	021074 BLAKEMORE, ALEXANDER	070623		EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	200.00
					Total :	200.00
203059	7/21/2023	003050 BRUNO'S TUCKPOINTING, INC.	22-1366	VTP-019595	BRICK WORK AT THE OPA TRAIN S	
					30-00-000-75909	1,495.00
					Total :	1,495.00
203060	7/21/2023	020758 CARLIN MORAN LANDSCAPING	6525		17911 80TH AVE TRIMMING AND PI	
					01-33-300-72744	2,050.00
					Total :	2,050.00
203061	7/21/2023	003304 CARLIN-MORAN LANDSCAPE INC	6531	VTP-020146	HARMONY SQUARE RESTORATION	
					27-00-000-72840	19,872.00
					Total :	19,872.00
203062	7/21/2023	011713 CARR, PATRICK	071923		REIM: TRANSPORTATION TO AIRP	
					01-35-000-72954	155.29
					Total :	155.29
203063	7/21/2023	003334 CCP INDUSTRIES, INC	IN03284384	VTP-020030	SCRIMDRY WIPERS	
				VTP-020030	01-26-023-72710	515.53
				VTP-020030	01-26-024-72710	257.76
				VTP-020030	60-00-000-72710	180.42
				VTP-020030	63-00-000-72710	180.42
				VTP-020030	64-00-000-72710	154.63
					Total :	1,288.76

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203064	7/21/2023	013388 CHICAGO METROPOLITAN AGENCY	2023MUNI249		LOCAL CONTRIBUTION 01-14-000-72720	2,144.60
					Total :	2,144.60
203065	7/21/2023	015199 CHICAGO PARTS & SOUND LLC	2J0004286	VTP-019833	EMERGENCY EQUIPMENT FOR (5) 30-00-000-74220	13,961.00
			2J0004299	VTP-019833	EMERGENCY EQUIPMENT FOR (5) 30-00-000-74220	13,961.00
			3-0056168		PRIME GUARD 5W30 - EMA UNIT # 01-21-000-72540	41.16
					Total :	27,963.16
203066	7/21/2023	017349 CHICAGO STREET CCDD, LLC	24478		DUMP FEE 6/27, 6/28 AND 6/29 01-26-023-72890	400.00
					Total :	400.00
203067	7/21/2023	018325 CHICAGO TRIBUNE COMPANY LLC	197792300		ACCT #197792300 - SOUTHTOWN I 01-17-205-72720	72.13
			74072186		ACCT #74072186 DAILY SOUTHTOV 01-14-000-72720	112.99
					Total :	185.12
203068	7/21/2023	013820 CINTAS CORPORATION	4158264397		MATS - PW GARAGE 01-26-025-72790	440.21
			4158714697		MATS - VH 01-26-025-72790	268.25
			4161491613		MATS - PD 01-26-025-72790	268.25
					Total :	976.71
203069	7/21/2023	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 7980 183 01-26-025-72517	52.65
					Total :	52.65
203070	7/21/2023	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR 181 01-26-025-72510	2,855.96
			0385440022		ACCT#0385440022 SS BROOKSIDE	

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203070	7/21/2023	013878	COMED - COMMONWEALTH EDISON	(Continued)		
			0421064066		64-00-000-72510 ACCT#0421064066 LAPORTE RD &	501.21
			0471006425		64-00-000-72510 ACCT#0471006425 19948 SILVERSI	89.29
			0637059039		01-26-024-72510 ACCT#0637059039 7950 W TIMBER	58.45
			2922039023		64-00-000-72510 ACCT#2922039023 9342 PARKWOC	96.27
			4943163008		01-26-024-72510 ACCT#4943163008 7650 TIMBER DI	13.65
			5983017013		70-00-000-72510 ACCT#5983017013 19112 S 80TH A	22.57
					63-00-000-72510	62.06
					Total :	3,699.46
203071	7/21/2023	012410	CONSERV FS, INC.	66054861	SCRUTRON 49561	
					60-00-000-73680	49.69
					63-00-000-73680	5.52
					64-00-000-73680	23.67
					Total :	78.88
203072	7/21/2023	019406	CORDOGAN CLARK AND ASSOCIATES	20-320 CCCS	PUBLIC SAFETY BUILDING DATA C	
				VTP-019677	30-00-000-75112	130,456.85
				20-320 CCCS	PUBLIC SAFETY BUILDING DATA C	
				VTP-019677	30-00-000-75112	30,958.65
					Total :	161,415.50
203073	7/21/2023	018234	CORE & MAIN LP	T043708	METERS - PROP REG ECRWP CAB	
					60-00-000-73631	171.50
					63-00-000-73631	73.50
					Total :	245.00
203074	7/21/2023	016070	CR SCHMIDT INC.	4098	PAVER REPAIRS AT OAK PARK AVE	
				VTP-020147	01-26-025-72523	5,820.00
					Total :	5,820.00

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203075	7/21/2023	003635 CROSSMARK PRINTING, INC	91695		BUSINESS CARDS - JASON ENGBE 01-33-000-72310	35.95
					Total :	35.95
203076	7/21/2023	003822 DIXON ENGINEERING INC.	23-0770	VTP-020056	POST 1 OVERFLOW PIPE REPLAC 62-00-000-75702	3,000.00
					Total :	3,000.00
203077	7/21/2023	018379 DM INDUSTRIAL JANITORIAL SERV	7552	VTP-020154	POLICE STATIONAL JANITORIAL SI 01-26-025-72525	3,720.00
					Total :	3,720.00
203078	7/21/2023	004094 EJ EQUIPMENT INC.	P42044		6 QUICK CLAMP, 3/4 X 10' 3000 NW 60-00-000-72530 63-00-000-72530 64-00-000-72530 60-00-000-72530 63-00-000-72530 64-00-000-72530	104.46 34.82 59.70 12.08 4.03 6.89
			P42088		6 QUICK CLAMPS - FREIGHT 60-00-000-72530 63-00-000-72530 64-00-000-72530 60-00-000-72530 63-00-000-72530 64-00-000-72530	92.93 30.98 53.09 16.86 5.62 9.64
			P42621		RETURN: 6 QUICK CLAMP, 8 QU N 60-00-000-72530 63-00-000-72530 64-00-000-72530	-86.63 -28.87 -49.50
					Total :	266.10
203079	7/21/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4785932		JULY '23 2D, 2-C, 8D 30-00-000-96141 30-00-000-96142 01-17-205-72863 30-00-000-96141	375.21 176.81 31.85 445.82

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203079	7/21/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96142	168.57
					01-17-205-72863	42.93
					30-00-000-96141	96.97
					30-00-000-96142	215.03
					01-17-205-72863	37.73
					Total :	1,590.92
203080	7/21/2023	004119 ETP LABS INC.	23-136750		COLIFORM SAMPLES	
					60-00-000-72865	1,010.80
					63-00-000-72865	433.20
					Total :	1,444.00
203081	7/21/2023	004019 EVON'S TROPHIES & AWARDS	070723		NAME BADGE - JASON ENGBERG	
					01-33-000-72310	14.40
					Total :	14.40
203082	7/21/2023	018480 FARNSWORTH GROUP	243869		0170121.36 VILLAGE OF TINLEY PA	
					27-00-000-72790	1,452.50
					Total :	1,452.50
203083	7/21/2023	020246 FIFTH THIRD BANK	007629		****2177 GATORADE - MIP EVENTS	
					01-35-000-72923	111.86
			052623		****2177 MEN'S LEATHER BELS WI	
					01-26-023-73610	90.00
			053023		****2177 ILCMA/WCMA 2023 SUMMI	
					01-12-000-72170	310.00
			053123		****2177 BABY RUTH, MILKY WAY, I	
					60-00-000-73115	5.50
					63-00-000-73115	5.50
					64-00-000-73115	4.71
					01-26-023-73115	15.70
					01-26-024-73115	7.85
					01-14-000-73115	163.24
					01-26-025-73580	297.52
			060223		****2177 GEEK LIGHTING HOODIES	
				G	01-26-023-73610	-32.24

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) 060623		****2177 WATER, COKE, DIET COKI 01-14-000-73115	32.70
					60-00-000-73115	10.07
					63-00-000-73115	10.07
					64-00-000-73115	8.63
					01-26-023-73115	28.78
					01-26-024-73115	14.39
					01-14-000-73115	47.94
			061223		****2177 WATER, 12OZ CUPS 01-35-000-73110	45.78
					60-00-000-73115	7.98
					63-00-000-73115	7.98
					64-00-000-73115	6.84
					01-26-023-73115	22.79
					01-26-024-73115	11.39
			061323		****2177 CHICAGO TRIBUNE MONT 01-35-000-72720	34.00
			061323		****2177 MILITARY LAW ENFORCEM 01-17-220-72140	585.00
			061423		****2177 IL FIRE CHIEFS S. KLOTZ 01-19-000-72170	555.45
			061423		****2177 ANNUAL PROGRAM FEE 01-14-000-72315	250.00
			061623		****2177 RENEWAL OF 1PASSWOF 01-16-000-72655	479.40
			061923		****2177 TISSUE AND WATER 01-14-000-73110	27.96
					01-17-205-73110	26.16
					01-26-023-73110	19.98
					01-26-023-73115	7.85
					01-26-024-73110	9.98
					01-26-024-73115	3.93
					60-00-000-73110	12.59
					63-00-000-73110	1.40
					64-00-000-73110	5.99
					60-00-000-73115	2.75

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued)			
					63-00-000-73115	2.75
					64-00-000-73115	2.34
					01-21-000-73110	19.62
			062023		****2177 PAPER PLATES, FORKS, S	
					01-17-205-73110	103.28
					60-00-000-73115	19.63
					63-00-000-73115	19.63
					64-00-000-73115	16.82
					01-26-023-73115	56.08
					01-26-024-73115	28.04
			062223		****2177 POSTAGE	
					01-14-000-72110	57.50
			062223		****2177 JOB POST - PAYROLL SPE	
					01-14-000-72448	250.00
			062723		**** 2177 EASYTESTMAKER PREMI	
					01-17-217-73600	79.95
			062823		****2177 TOWELS AND WATER	
					01-26-025-73580	19.88
					60-00-000-73115	5.49
					63-00-000-73115	5.49
					64-00-000-73115	4.72
					01-26-023-73115	15.69
					01-26-024-73115	7.85
					01-35-000-72220	52.32
			062923		****2177 MEMBERSHIP RENEWAL,	
					01-21-210-73110	123.12
					01-15-000-72720	110.00
			062923.		****2177 PAPER TOWELS, WATER	
					01-26-025-73580	233.80
					60-00-000-73115	5.50
					63-00-000-73115	5.50
					64-00-000-73115	4.71
					01-26-023-73115	15.70
					01-26-024-73115	7.83
			062923.0		****2177 COOKIES AND SNACKS -	
					01-21-000-72220	136.42

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) 063023		****2177 WATER 01-21-000-72220	56.08
			093694		****2177 JULY 4TH PAPER CRAFTS 01-41-056-72937	104.14
			104817		****2177 ILL CITY COUNTY MAN AS 01-12-000-72170	264.50
			111-0682758		****2177 SHIRT FOLDING BOARD, C 60-00-000-73870	9.52
					63-00-000-73870	9.52
					01-26-023-73870	27.19
					01-26-024-73870	13.61
					64-00-000-73870	8.15
			111-0721968		****2177 12 PIECE COLOR-CODED 01-41-056-73110	33.17
			111-0824458		****2177 REPLACEMENT POWER S 01-26-025-73580	165.02
			111-1512995		****2177 OSCILLATING FANS 01-26-025-72520	125.98
			111-2205698		****2177 SSTAPLES 36X48 CHARI M 01-26-025-72520	73.72
			111-2797097		****2177 ORECK VACUUM ROLLER 01-26-025-73580	51.80
			111-2937743		****2177 TOUGH STRAIGHT PANT E 60-00-000-73610	81.20
					63-00-000-73610	15.47
					64-00-000-73610	41.42
			111-3593081		****2177 LAVITON CEILING MOUNT 01-26-025-72520	390.11
			111-4761178		****2177.CARPENTER JEANS R. VR 01-26-023-73610	79.98
			111-5022120		****2177 BLUE TIE DYE FABRIC DYI 01-35-000-72923	420.00
			111-5432180		****2177 SNACK REPLENISHMENT 01-41-056-72937	204.66
			111-6551795		****2177 CHAIR MAT WITH LIP FOR 01-26-025-72520	114.38

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) 111-7500981		****2177 WORK BOOT BYE BROWN 60-00-000-73610	111.69
					63-00-000-73610	21.27
					64-00-000-73610	56.99
		111-7515443			****2177 GEEK LIGHTING HOODIES 01-26-023-73610	45.99
		111-7515443		GG	****2177 GEEK LIGHTING HOODIES 01-26-023-73610	-45.99
		111-9267245			****2177 RIPSTOP CARPENTER JE/ 01-26-023-73610	255.92
		111-9574761			****2177 INSULATED THERMAL BIB 60-00-000-73610	46.29
					63-00-000-73610	8.82
					64-00-000-73610	23.62
		111-9695189			****2177 TIRE & INNER TUBE SETS 01-17-205-72540	39.88
		111-9905751			****2177 HIGHLIGHTER W/SEE-THF 01-19-000-73110	30.58
		112-5590433			****2177 TWIN-POCKET FOLDERS 01-19-020-73605	47.72
		112-5829085			****2177 PLOTTER PAPER FOR EN 01-19-000-73110	55.43
		112-8869131			****2177 WRISTBANDS FOR EVEN 01-35-000-72923	355.98
		113-1932655			****2177 ASSORTED WHITE NAPKII 01-19-000-73110	67.45
		113-2577339			****2177 CREW SOCS, LIGHTWEIG 60-00-000-73610	204.42
					63-00-000-73610	38.94
					64-00-000-73610	104.30
		113-3800623			****2177 AIR FILTER KENMORE ELI 01-17-205-73600	96.96
		113-4780299-4273807			****2177 WORK SHOES 60-00-000-73610	88.41
					63-00-000-73610	16.84
					64-00-000-73610	45.10

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) 113-4780299-4273807		****2177 WORK SHOES 60-00-000-73610 63-00-000-73610 64-00-000-73610	-88.41 -16.84 -45.10
			114-0476208		****2177 SPEAKER MICROPHONE \	
			114-2499727-2210619		01-35-000-72923 ****2177 WORK BOOTS	379.80
					60-00-000-73610 63-00-000-73610 64-00-000-73610	105.75 20.14 53.96
			114-2499727-2210619		****2177 WORK BOOTS 60-00-000-73610 63-00-000-73610 64-00-000-73610	-105.75 -20.14 -53.96
			114-3660159		****2177 VHF ANTENNA 6"	
			114-4746204		01-35-000-72923 ****2177 GAFFER TAPE, DOCKING	65.85
			114-4746204.		01-16-000-74128 ****2177 COMPACT DIGITAL COLOF	754.10
			114-5442709		01-16-000-74128 ****2177 PRESSTEX COVERS W/ST	303.01
			114-8216397		01-19-000-73110 ****2177 PRESSBOARD HANGING I	120.80
			114-8282035		01-19-000-73110 ****2177 8-TIER VERTICAL DESK OI	76.56
			114-9928231		01-12-000-73110 ****2177 OFM OFFICE CHAIR MAT -	56.17
			114-9928231.		01-26-025-72520 ****2177 HEAVY DUTY CHAIR MAT F	-27.06
			114-9928232		01-26-025-72520 ****2177 ORECK UPRIGHT VACUUM	44.96
			1267373		01-26-025-73580 ****2177 SELF INKING STAMP	38.99
			134410		01-11-000-73110 ****2177 SELF INKING STAMP SET-	37.01
					01-11-000-73110	30.00

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) 13446/001		****2177 S. LORENDO DUES 01-19-020-72720	1,552.50
			2077964		****2177 ISSUU RENEWAL - MARKE 01-35-000-72720	420.00
			2195241668		****2177 ADOBE STOCK 01-35-000-72720	79.99
			23524		****2177 EYE OPENER BREAKFAST 01-33-320-72170	80.00
			8116087		****2177 TROLLEY MAGNETS 01-35-100-72790	410.48
			8138313		****2177 SHUTTLE SIGNS 01-35-000-72954	79.02
			8681055643		**** 2177 JOB POSTING NETWORK 01-14-000-72448	530.64
			8771401810170142		****2177 ACCT#8771401810170142 01-16-000-72125	505.70
			BRYGMPKH62		****2177 PROMOTING 01-35-000-72923	75.00
			CM30195240		****2177 C13 TO TYPE B POWER C 01-19-020-72140	-253.99
			E2317113286		****2177 SIMPLIFILE SYSTEMS 166 01-14-000-72355	103.38
			E2317446092		****2177 SIMPLIFILE SYSTEMS 179 01-14-000-72355	103.38
			E2317447064		****2177 SIMPLIFILE SYSTEM 1765 01-14-000-72355	103.38
			ER2023027165		****2177 SIMPLIFILE SYSTEMS 15-C 01-14-000-72355	55.39
			ER2023027166		****2177 SIMPLIFILE SYSTEMS LIEI 01-14-000-72355	55.39
			ER2023031896		****2177 SIMPLIFILE SYSTEMS 194 01-14-000-72355	55.39
			ER2023031911		****2177 SIMPLIFILE SYSTEMS 193 01-14-000-72355	55.39
			INV206325357		****2177 ANNUAL SUBSCRIPTION 01-16-000-72655	1,999.00

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203083	7/21/2023	020246 FIFTH THIRD BANK	(Continued) MBY8PP7H62		****2177 PROMOTING 01-35-000-72923	50.00
			US-INV-00031017		****2177 JOB POSTINGS NETWORKI 01-14-000-72448	74.70
			YCVWTMTG62		****2177 PROMOTING 01-35-000-72923	50.00
Total :						16,587.89
203084	7/21/2023	020246 FIFTH THIRD BANK	062723		****2177 LATE FEE CHARGED BY B 01-14-000-72315	29.00
			114-6717440		****2177 MAP DOT STICKERS ASSC 01-33-000-73110	9.98
			114-9928231		****2177 CHAIR MAT FOR CARPET 01-26-025-72520	27.06
			844mxh3h62		****2177 PROMOTING 01-35-000-72923	20.00
Total :						86.04
203085	7/21/2023	017794 FOSTER & FOSTER, INC.	27672		TRUE COST CALCULATION - STANI 01-14-000-72851	300.00
Total :						300.00
203086	7/21/2023	020274 FRAME TECH 1 LLC	39435		FRONT END ALIGNMENT - WATER 60-00-000-72540	39.38
					63-00-000-72540	13.13
					64-00-000-72540	22.49
Total :						75.00
203087	7/21/2023	002877 G. W. BERKHEIMER CO., INC.	7412688		KEY PLEAT VERV 8 PLEATED 01-26-025-72530	135.85
Total :						135.85
203088	7/21/2023	018387 GBJ SALES, LLC	4977		WASP & HORNET SPRAY 60-00-000-73845	93.44
					63-00-000-73845	10.38
					64-00-000-73845	44.50

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203088	7/21/2023	018387 GBJ SALES, LLC	(Continued)			
					01-26-023-73845	148.32
					01-26-024-73845	74.16
			4978		MECHANIC HAND CLEANING TOWI	
					60-00-000-72710	40.82
					63-00-000-72710	40.82
					64-00-000-72710	34.99
					01-26-023-72710	116.64
					01-26-024-72710	58.33
					Total :	662.40
203089	7/21/2023	004538 GOLDY LOCKS INC	40539697		KEY DUPLICATES - JIM MURPHY	
					01-26-025-73840	9.75
			40569674		FILE CABINET KEYS - EMA	
					01-26-025-73840	75.00
					Total :	84.75
203090	7/21/2023	004438 GRAINGER	9764346186		STRAIGHT CHROME KOHLER INSI	
					01-26-025-72520	339.13
					Total :	339.13
203091	7/21/2023	013177 GREATER WILL COUNTY EMERG.	2023		2023 ASSOCIATION DUES	
					01-21-000-72720	100.00
					Total :	100.00
203092	7/21/2023	018696 HENRY'S HOUSE OF DECORATED	1317		29MP POCKET T - BLACK XL, 993M	
					01-26-023-72540	231.75
			1346		29M TSHIRTS BLACK, AM(3), AL (5)	
					60-00-000-73610	138.06
					63-00-000-73610	26.30
					64-00-000-73610	70.44
					01-26-023-73610	234.80
					01-26-024-73610	117.40
			1347		29MP PICKET T - BLACK XL, OXFOI	
					60-00-000-73610	110.40
					63-00-000-73610	21.03
					64-00-000-73610	56.32

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203092	7/21/2023	018696 HENRY'S HOUSE OF DECORATED	(Continued)		01-26-025-73610	24.75
					Total :	1,031.25
203093	7/21/2023	021080 HERZBERGER, ZACHARY	070623		EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	485.00
					Total :	485.00
203094	7/21/2023	014898 IACP	071023		REG IACP 2023 CONFERENCE 10/1	
					01-17-205-72170	750.00
					Total :	750.00
203095	7/21/2023	021087 IL TRUCKING ASSOCIATION, INC	071323		CONVENTION CENTER GRANT 6/4	
					01-35-100-72985	5,000.00
					Total :	5,000.00
203096	7/21/2023	010333 ILLINOIS DEPT OF PUBLIC HEALTH	072023		RENEWAL FEE FOR EMD LICENSE	
					01-21-210-72140	40.00
					Total :	40.00
203097	7/21/2023	004985 ILLINOIS STATE TOLL HWY AUTH	G129000004877		ACCT#8793 TOLL FEES 4/1-6/30/23	
					01-26-023-72170	21.70
					01-26-024-72170	14.85
			G129000005710		ACCT#9944 TOLLS 4/1-6/30/23	
					01-17-205-72130	559.00
					Total :	595.55
203098	7/21/2023	021073 INGRAM, JOSEPH	070623		EMA HELP WITH RIBFEST 2023	
					01-21-000-72790	200.00
					Total :	200.00
203099	7/21/2023	005186 INTERSTATE BATTERY SYSTEM	332698		BLEM065 BATTERY - EMA 12M	
					01-21-000-72540	50.00
			333350		MT-47/H5 BATTERY - UNIT #147 CV	
					60-00-000-72540	145.95
					63-00-000-72540	48.65
					64-00-000-72540	83.40

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203099	7/21/2023	005186	005186 INTERSTATE BATTERY SYSTEM	(Continued)	Total :	328.00
203100	7/21/2023	005266	J.M.D. SOX OUTLET, INC.	20230407	WORK CLOTHES/CHASE WHITE	
					60-00-000-73610	313.78
					63-00-000-73610	59.77
					64-00-000-73610	160.09
			20230408		WORK CLOTHES/MICHAEL SCHRA	
					01-26-023-73610	237.97
			20230416		WORK CLOTHES/ROB VRASTIL	
					01-26-023-73610	185.85
					Total :	957.46
203101	7/21/2023	021079	JOHNSON, MICHAEL	070623	EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	875.00
					Total :	875.00
203102	7/21/2023	021066	JOMANT, ADAM	070623	EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	375.00
					Total :	375.00
203103	7/21/2023	018737	LAUDANT, ERIN	071823	EMERGENCY MEDICAL DISPATCH	
					01-21-210-72140	30.00
					Total :	30.00
203104	7/21/2023	020207	LENNY'S GAS N WASH 183RD ST	3722	CAR WASH - CD JUNE '23	
					01-33-300-72540	20.00
			3724		CAR WASH - PW JUNE '23	
					60-00-000-72540	8.40
					63-00-000-72540	2.80
					64-00-000-72540	4.80
					01-26-024-72540	8.00
					01-26-023-72540	12.00
					Total :	56.00
203105	7/21/2023	021094	LEXISNEXIS RISK SOLUTIONS	23-721	CRIMINAL INVESTIGATIONS USING	
					01-17-220-72140	1,800.00
					Total :	1,800.00

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203106	7/21/2023	014846 LORENCE, BRUCE	080123		AUGUST '23 OPA TRAIN STATION M 01-26-025-72530	30.00
Total :						30.00
203107	7/21/2023	011800 MAC TOOLS DISTRIBUTOR	191003		SOFTWARE UPDATE	
				VTP-020123	01-26-023-72655	450.00
				VTP-020123	01-26-024-72655	375.00
				VTP-020123	60-00-000-72655	157.50
				VTP-020123	63-00-000-72655	17.50
				VTP-020123	64-00-000-72655	75.00
				VTP-020123	01-17-205-72540	250.00
				VTP-020123	01-19-000-72655	250.00
				VTP-020123	01-21-000-72540	87.49
				VTP-020123	01-33-000-72540	87.50
Total :						1,749.99
203108	7/21/2023	018509 MCCARTHY II, TIMOTHY EDWIN	081223		FARMER'S MARKET MUSICIAN 8/12 01-35-000-72923	125.00
Total :						125.00
203109	7/21/2023	005844 MCDONALD'S	071923		JUNE '23 PRISONER MEALS 01-17-220-72230	272.02
Total :						272.02
203110	7/21/2023	006074 MENARDS	41607		CUST# 30860257 10X3/4" TEKS WH 60-00-000-72520	4.97
					63-00-000-72520	1.66
					64-00-000-72520	2.84
			41682		ACCT#30860257 ALUMINUM FOIL, I 60-00-000-72220	2.88
					63-00-000-72220	2.88
					64-00-000-72220	2.47
					01-26-023-72220	8.24
					01-26-024-72220	4.13
			41740		ACCT#30860257 DAMPRID 3PK HAI 01-26-025-73580	71.88
			41800		ACCT#30860257 CORNER BRACE,	

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203110	7/21/2023	006074 MENARDS	(Continued)		01-26-025-72520	42.15
			41817		CUST# 30860257 12X2 PH PAN SM	
			41853		01-26-025-72520	1.74
			41860		CUST# 30860257 169OZ FABULOS	
					01-26-025-73580	67.60
					CUST# 30860257 IV 20Z BACKWIRE	
					60-00-000-72528	9.71
					63-00-000-72528	9.71
					Total :	232.86
203111	7/21/2023	020701 METROPOLITAN LIFE INSURANCE CO	KMO5397303-0001	VTP-020014	KMO5397303-0001 - 1ST QUARTER	
			KMO5397303-0002	VTP-020014	01-14-000-72430	16,984.63
			KMO5397303-0003	VTP-020014	KMO5397303-0002 - 1ST QUARTER	
				VTP-020014	01-14-000-72430	1,654.40
				VTP-020014	KMO5397303-0003 - 1ST QUARTER	
				VTP-020014	01-14-000-72435	3,827.41
					Total :	22,466.44
203112	7/21/2023	020938 MIDWEST MECHANICAL GROUP LLC	112141936		SERVICE CALL #M302-22004 REPL	
					01-26-025-72530	283.18
					Total :	283.18
203113	7/21/2023	021078 MILLS, DELANIE	070623		EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	590.00
					Total :	590.00
203114	7/21/2023	021077 MILLS, TIMOTHY	070623		EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	590.00
					Total :	590.00
203115	7/21/2023	021082 MOSCOVITCH, RUTH	231205-01608		FMCS CASE# 231205-01608 GRIEV	
					01-14-000-72855	2,800.00
					Total :	2,800.00
203116	7/21/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6252803001		GR 8 HX HD CAP SCR 5/8 - 11X2 - 3	
					60-00-000-73840	245.18

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203116	7/21/2023	017651	MSC INDUSTRIAL SUPPLY CO.	(Continued)		
					63-00-000-73840	81.73
					64-00-000-73840	140.09
					60-00-000-73840	37.19
					63-00-000-73840	12.40
					64-00-000-73840	21.24
			6252805001		GR 8 HEX NUT 5/8-11, GR 8 HX HD	
					60-00-000-73840	132.72
					63-00-000-73840	44.24
					64-00-000-73840	75.84
					60-00-000-73840	18.49
					63-00-000-73840	6.16
					64-00-000-73840	10.56
			6300587001		PAINT STICK, YELLOW 12/BOX, SU	
					01-26-024-72540	89.02
					01-26-023-72540	178.04
					60-00-000-72540	93.47
					63-00-000-72540	31.16
					64-00-000-72540	53.40
			6300617001		SILICON CLEAR 8OZ, TERM-BOWM	
					01-26-024-72540	67.77
					01-26-023-72540	135.54
					60-00-000-72540	71.16
					63-00-000-72540	23.72
					64-00-000-72540	40.65
			6306774001		STA-PIN 1/4X2-1/8	
					60-00-000-72540	17.98
					63-00-000-72540	5.99
					64-00-000-72540	10.26
					01-26-023-72540	34.23
					01-26-024-72540	17.13
					60-00-000-72540	3.63
					63-00-000-72540	1.21
					64-00-000-72540	2.08
					01-26-023-72540	6.92
					01-26-024-72540	3.47

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203116	7/21/2023	017651	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)	Total :	1,712.67
203117	7/21/2023	006337	NAT'L SOC OF PROF ENGINEERS	1120195	MEMBERSHIP RENEWAL - COLBY ; 01-26-023-72720 60-00-000-72720 63-00-000-72720 64-00-000-72720	149.50 87.91 16.74 44.85
					Total :	299.00
203118	7/21/2023	021075	NICHOLLS, KEITH	070623	EMA HELP FOR RIBFEST 2023 01-21-000-72790	825.00
					Total :	825.00
203119	7/21/2023	015723	NICOR	33079168366 49924710004	ACCT#33079168366 METER#43853; 64-00-000-72511 ACCT#49924710004 METER#45817; 01-26-025-72511	54.47 180.75
					Total :	235.22
203120	7/21/2023	012790	P.T. FERRO CONSTRUCTION COMPAN	47629	WATER MAIN AND ROADWAY IMPF VTP-019537 16-00-000-75703 VTP-019537 16-00-000-75500 VTP-019537 27-00-000-75703 VTP-019537 27-00-000-75500 VTP-019537 27-00-000-75806	13,381.16 4,411.37 19,998.22 2,940.91 8,283.59
					Total :	49,015.25
203121	7/21/2023	006475	PARK ACE HARDWARE	070859/1	CUST#891431 INV# 070859/1 FASTI 60-00-000-72530 63-00-000-72530 64-00-000-72530	0.69 0.23 0.39
				070863/1	CUST#89143 INV#070863/1 GLUE S 01-26-025-72520	3.99
				70885/1	CUST#89143 INV#70885/1 BATTER\ 60-00-000-73840 63-00-000-73840 64-00-000-73840	21.15 7.05 12.09

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203121	7/21/2023	006475 PARK ACE HARDWARE	(Continued)		01-26-023-73840	11.51
					01-26-024-73840	5.76
					Total :	62.86
203122	7/21/2023	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4336347	VTP-019989	FY 24 OCCUPATIONAL HEALTH SEI	
					01-14-000-72446	882.00
					Total :	882.00
203123	7/21/2023	018625 PIRTEK O'HARE	SH-T00015878		REUSABLE LIQUID DUST PLUG - H	
					60-00-000-73540	16.27
					63-00-000-72540	5.42
					64-00-000-72540	9.30
					01-26-023-72540	30.99
					01-26-024-72540	15.50
					Total :	77.48
203124	7/21/2023	006499 PITNEY BOWES INC	1023452933		ACCT#0012198182 E-Z SEAL BOTT	
					01-14-000-72750	639.85
					Total :	639.85
203125	7/21/2023	006499 PITNEY BOWES INC	1023366758		ACCT#8000-9090-1108-5813 E-Z SE	
					01-17-205-72750	74.69
					Total :	74.69
203126	7/21/2023	006780 POMP'S TIRE SERVICE, INC	411042979	VTP-020158	TIRES FOR UNIT 5D	
					01-17-205-73560	603.76
					Total :	603.76
203127	7/21/2023	021013 PRIMUS ELECTRONICS CORPORATION	1021252	VTP-020054	ANTENNAS, SUPPLIES FOR CIMP	
			1021300		30-00-000-75812	1,875.00
					WATERTIGHT CABLE, NON-PENET	
					30-00-000-75812	426.00
					Total :	2,301.00
203128	7/21/2023	006850 QUILL CORPORATION	33288981		COMMAND LG DESIGNERHOOKS,	
			33467188		01-33-000-73110	22.37
					AVRY NAME BADGE INK, EZLOAD I	

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203128	7/21/2023	006850 QUILL CORPORATION	(Continued)		01-35-000-73110	185.02
					Total :	207.39
203129	7/21/2023	018454 R.C.WEGMAN CONSTRUCTION CO	2023-VTP-1	VTP-020079	HARMONY SQUARE ASBESTOS AB	18,984.00
			2023-VTP-2	VTP-020080	30-00-000-75905 HARMONY SQUARE STRUCTURE [19,995.00
			2023-VTP-3	VTP-020085	30-00-000-75905 HARMONY SQUARE TREE REMOV	17,950.00
					Total :	56,929.00
203130	7/21/2023	006361 RAY O' HERRON CO INC	2281840	VTP-020159	BODY ARMOR VESTS	4,770.00
			2282019		01-17-220-74618 FIRST RESPONDER KIT, GAS MASI	1,230.69
			2282446		01-17-220-73610 C50 FIRST RESPONDER KIT SML, (734.06
					Total :	6,734.75
203131	7/21/2023	006874 ROBINSON ENGINEERING CO. LTD.	23070148	VTP-019923	19-R0285.01 ENGINEERING SURVE	6,160.50
					27-00-000-72840	Total : 6,160.50
203132	7/21/2023	019092 RORY GROUP, LLC	4044		BUSINESS CONSULTING JULY 202	3,500.00
					01-11-000-72790	Total : 3,500.00
203133	7/21/2023	007092 SAUNORIS	723047		PALLET REFUND	-168.00
			725723		01-26-023-73680 STRAW, LARGE BALE, DELIVERY S	545.00
			726048		01-26-023-73680 TOP SOIL PER YARD	67.73
					60-00-000-73680	7.53
					63-00-000-73680	32.24
			726094		64-00-000-73680 SOD - 6353 167TH ST RESTORATIC	

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203133	7/21/2023	007092 SAUNORIS	(Continued)			
					60-00-000-73680	597.24
					63-00-000-73680	66.36
					64-00-000-73680	284.40
			726146		SOD FOR LAWN RESTORATIONS	
				VTP-020060	01-26-023-73680	1,956.00
					Total :	3,388.50
203134	7/21/2023	021020 SEMMER LANDSCAPE LLC	32518		LANDSCAPE BEDS	
				VTP-020021	01-26-023-72881	36,159.80
					Total :	36,159.80
203135	7/21/2023	007577 SHERWIN WILLIAMS CO	9370-0		PAINT FOR ELEVATOR WALL - 9 M/	
					01-26-025-73620	89.70
					Total :	89.70
203136	7/21/2023	021095 SILVERLINE BUILDERS	071923		REFUND \$500 GRADE DEPOSIT 18	
					84-00-000-20552	500.00
					Total :	500.00
203137	7/21/2023	021067 SIROVATKA, JR, JOHN	070623		EMA HELP FOR RIBFEST 2023	
					01-21-000-72790	415.00
					Total :	415.00
203138	7/21/2023	013043 SITE DESIGN GROUP, LTD.	7482ph2-70		LANDSCAPE PLANNING 5/21-6/17/2	
				VTP-020025	01-26-023-72847	2,202.50
			7698-89		NATURALIZED STORMWATER ARE	
				VTP-020023	01-26-023-72847	1,934.41
			7946-63		MOWING INSPECTIONS AND BIDS	
				VTP-020026	01-26-023-72847	1,550.00
			8498-54		URBAN FORESTRY PROGRAM 5/21	
				VTP-020024	01-26-023-72847	1,912.50
			8803-31		LANDSCAPE MAINTENANCE 5/21-	
				VTP-020027	01-26-023-72847	2,021.25
					Total :	9,620.66
203139	7/21/2023	020612 SNO-DAZE, INC.	072623		TROPICAL SNOWCONES FOR EMF	

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203139	7/21/2023	020612 SNO-DAZE, INC.	(Continued)		01-14-000-72974	400.00
					Total :	400.00
203140	7/21/2023	020898 STANTEC CONSULTING SERVICES	2104922	VTP-019984	STORMWATER MAINTENANCE 65-00-000-72591	18,042.90
					Total :	18,042.90
203141	7/21/2023	007438 SUB TRAILER HITCH, INC.	071223		PINTLE RING COUPLER, LABOR 01-26-023-72530	234.00
					Total :	234.00
203142	7/21/2023	007297 SUTTON FORD INC./FLEET SALES	583206	VTP-020160	POWER TAKE OFF ASSEMBLY 01-17-205-72540	1,164.95
					Total :	1,164.95
203143	7/21/2023	021076 TABOR, WAYDE	070623		EMA HELP FOR RIBFEST 2023 01-21-000-72790	410.00
					Total :	410.00
203144	7/21/2023	000645 TED'S GREENHOUSE INC	527023		WEEKEND WATERING- JULY 01-35-000-72923	1,961.50
					Total :	1,961.50
203145	7/21/2023	018264 THE LAKOTA GROUP, INC.	23017-03	VTP-019924	PROJ #23017 INFRASTRUCTURE II 30-00-000-75905	17,359.30
					Total :	17,359.30
203146	7/21/2023	020987 TIM GARDNER PRODUCTIONS	071323		CONV CTR GRANT AWARD EVEN 7 01-35-100-72985	4,000.00
					Total :	4,000.00
203147	7/21/2023	010245 TINLEY PARK POLICE DEPARTMENT	070623		PETTY CASH REIMB: SALT MEETIN 01-17-215-72220 01-17-225-73110 01-17-205-72170 01-17-215-73600 01-17-205-73110	30.34 43.19 75.00 32.74 25.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203147	7/21/2023	010245 TINLEY PARK POLICE DEPARTMENT	(Continued)		01-17-220-72230	5.37
					Total :	211.64
203148	7/21/2023	007909 TRI-RIVER POLICE TRAINING REG	5269	VTP-020156	LAW ENFORCEMENT OFFICERS IN 01-17-220-72140	8,820.00
					Total :	8,820.00
203149	7/21/2023	014510 TRUGREEN	179454514	VTP-019985	LAWN TREATMENT 01-26-023-72881	447.00
					Total :	447.00
203150	7/21/2023	004106 TYLER TECHNOLOGIES INC	045-428028		CLOCK REPAIR - RMA 89610 01-16-000-72565	225.00
					Total :	225.00
203151	7/21/2023	002613 UNITED HEALTHCARE AARP	AARP-PPPR070123	VTP-019965	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	8,229.23
					Total :	8,229.23
203152	7/21/2023	007987 UNITED METHODIST CHURCH	080123		AUGUST '23 PARKING RENTAL 70-00-000-72621	1,200.00
					Total :	1,200.00
203153	7/21/2023	020421 VERIZON CONNECT FLEET USA LLC	328000044975		VEHICLE TRACKING SUBSCRIPTIC 01-26-023-72790	827.58
			336000046396		VEHICLE TRACKING SUBSCRIPTIC 01-26-023-72790	848.00
					Total :	1,675.58
203154	7/21/2023	011416 VERIZON WIRELESS	9938809498		ACCT#242459316-00001 CENTRAL 60-00-000-72127	16.50
					63-00-000-72127	16.50
					64-00-000-72127	14.14
					Total :	47.14
203155	7/21/2023	017391 VSP ILLINOIS	818355723	VTP-020015	1ST QUARTER FY24 VISION BENEI 01-14-000-72430	3,651.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203155	7/21/2023	017391 017391 VSP ILLINOIS	(Continued)		Total :	3,651.85
203156	7/21/2023	010165 WAREHOUSE DIRECT INC	5530114-0		COPY PAPER	
					60-00-000-73110	39.08
					63-00-000-73110	4.34
					64-00-000-73110	18.61
					01-26-023-73110	62.03
					01-26-024-73110	31.01
					01-14-000-73110	310.14
			5530135-0		COPY PAPER - PW	
					01-26-025-73110	27.41
			5532297-0		PENCILS #2 UNIVERSAL	
					60-00-000-73110	2.61
					63-00-000-73110	0.29
					64-00-000-73110	1.25
					01-26-023-73110	4.15
					01-26-024-73110	2.08
					Total :	503.00
203157	7/21/2023	018766 WEST CENTRAL MUNICIPAL	0007434-IN		FY 24 SPRING/FALL TREE PLANTIN	
				VTP-020163	01-26-023-75630	40,428.00
					Total :	40,428.00
203158	7/21/2023	011057 WEX BANK	00047962		ACCT#0496-00-813434-8 GAS USE	
					01-26-023-73530	101.48
			052423		ACCT#0496-00-813434-8 GAS USE	
					01-19-000-73545	248.19
					Total :	349.67
114 Vouchers for bank code : apbank						Bank total : 1,252,747.03

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4630	7/18/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	349.45
					Total :	349.45
4631	7/18/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	189.42
					Total :	189.42
4632	7/18/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	349.45
					Total :	349.45
4633	7/18/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	349.45
					Total :	349.45
4634	7/18/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-4		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	349.45
					Total :	349.45
5 Vouchers for bank code : ipmq					Bank total :	1,587.22
119 Vouchers in this report					Total vouchers :	1,254,334.25

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Voucher List
Village of Tinley Park

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

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

____ Village President

____ Village Clerk

____ Date

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Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72723	7/27/2023	005124 ILLINOIS DEPT. OF REVENUE	072723		QUATER 2 AMENDED IL-941 QUARTER 84-00-000-20199	54.98
Total :						54.98
203159	7/28/2023	013702 AT & T	3748850802		ACCT#8310012334-811 VILL OF TP LAN 01-11-000-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-16-000-72120 01-17-205-72120 01-19-000-72120 01-21-000-72120 01-26-023-72120 01-26-024-72120 01-26-025-72120 01-33-000-72120 01-35-000-72120 01-42-000-72120 60-00-000-72120 63-00-000-72120 64-00-000-72120	82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 52.56 5.80 25.01
Total :						1,233.89
203160	7/28/2023	012659 ADVANCE AUTO PARTS	6717319951429		WHEEL NUT - #79 BUILDING VEHICLE 01-33-300-72540	6.19
Total :						6.19
203161	7/28/2023	002424 AMERICAN WATER WORKS ASSOC	7002123388		MEMBER# 00953980 RENEWAL - PHIL M 60-00-000-72720 63-00-000-72720 64-00-000-72720	29.05 29.05 24.90
			7002130477		MEMBER #02986968 DARLENE MILANC 01-26-023-72720 64-00-000-72720	162.69 81.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203161	7/28/2023	002424 002424 AMERICAN WATER WORKS ASSOC	(Continued)		Total :	327.00
203162	7/28/2023	003229 AMPERAGE ELECTRICAL SUPPLY	1028-1213787		ACCT#5232754- PHOTO SENSOR 01-26-024-73570	493.00
					Total :	493.00
203163	7/28/2023	020071 AMSIVE LLC	565198		JULY 1ST WATER BILLS 60-00-000-72310	1,360.77
			565204		64-00-000-72310 LATE NOTICES JUNE 2023 - WATER BIL	583.19
					60-00-000-72310	249.49
					64-00-000-72310	106.92
					60-00-000-72110	387.64
					64-00-000-72110	166.13
			565211		LATE NOTICES JULY 2023 - WATER BIL	
					60-00-000-72310	217.55
					64-00-000-72310	93.23
					60-00-000-72110	284.45
					64-00-000-72110	121.90
					Total :	3,571.27
203164	7/28/2023	010026 ANDERSON PUMP SERVICE	070623-26		SERVICE 7/7, CONSUMABLE, FUEL CH	
					01-26-025-72530	134.50
					Total :	134.50
203165	7/28/2023	014936 AQUAMIST PLUMBING & LAWN	125233		IRRIGATION, INSPECTIONS, REPAIRS -	
			125240	VTP-020173	01-26-025-72790	994.28
			125257	VTP-020173	IRRIGATION, INSPECTIONS, REPAIRS -	
					01-26-025-72790	469.41
			125276	VTP-020173	IRRIGATION, INSPECTIONS, REPAIRS -	
					01-26-025-72790	736.48
			125285	VTP-019981	IRRIGATION - 171ST ST MEDIANS	
					01-26-023-72790	699.58
			125291	VTP-019981	IRRIGATION - LAGRANGE MEDIAN 171-	
					01-26-023-72790	3,557.23
				VTP-020173	IRRIGATION, INSPECTIONS, REPAIRS -	
					01-26-025-72790	493.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203165	7/28/2023	014936 AQUAMIST PLUMBING & LAWN	(Continued) 125298	VTP-020173	IRRIGATION, INSPECTIONS, REPAIRS 01-26-025-72790	386.34
			125304	VTP-019981	IRRIGATION - OAK PARK ZABROCKI PL 01-26-023-72790	623.02
					Total :	7,960.02
203166	7/28/2023	020986 ARIES CHARTER TRANSPORTATION	99309	VTP-020176	ALE TRAIL TROLLEY 8-9-23 01-35-100-72790	2,800.00
					Total :	2,800.00
203167	7/28/2023	019072 ASFPM	24893		CFM RENEWAL COLBY ZEMAITIS 01-26-023-72720	25.00
					60-00-000-72720	14.70
					63-00-000-72720	2.80
					64-00-000-72720	7.50
					Total :	50.00
203168	7/28/2023	020280 BETTENHAUSEN & ASSOCIATES LLC	072223		FINANCIAL AND ADMIN PROF SVC WEE 01-15-000-72790	2,587.50
					Total :	2,587.50
203169	7/28/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230070		SEMI TRUCK FOR HAULING SWEEPING 01-26-023-72890	168.75
					60-00-000-73681	248.06
					63-00-000-73681	27.56
					64-00-000-73681	118.13
			230071		TRUCK TIME FOR LIMESTONE ETC DE 01-26-023-72860	112.50
					60-00-000-73860	141.75
					63-00-000-73860	15.75
					64-00-000-73860	67.50
					70-00-000-73860	37.50
			230072		SEMI TRUCK FOR HAULING LOGS/BRU 01-26-023-72890	281.25
					60-00-000-73681	413.44
					63-00-000-73681	45.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203169	7/28/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)		64-00-000-73681	196.87
					Total :	1,875.00
203170	7/28/2023	002923 BLACK DIRT INC.	5307	VTP-020018	MONEE DIRT FIELD TICKET #134855	
			5318		01-26-023-73680	250.00
					MONEE DIRT FIELD - TICKET #134899	
					60-00-000-73680	126.00
					63-00-000-73680	14.00
					64-00-000-73680	60.00
					Total :	450.00
203171	7/28/2023	003148 BREMEN ANIMAL HOSPITAL, LTD	127880		HELMET OFFICE VISIT - INDUCE VOMIT	
					01-17-220-72230	247.00
					Total :	247.00
203172	7/28/2023	003396 CASE LOTS INC	18927		38X58 BLACK XXHD CAN LINER (A2)	
			18928		01-26-025-73580	479.40
			18929		2MIL BLACK LINERS/CS 10/10 ROLLS, E	
			18930		01-26-025-73580	477.60
					24X32 HD BLACK CAN LINERS, TOILET	
					01-26-025-73580	378.30
					WHITE MULTIFOLD TOWELS	
					01-26-025-73580	310.40
					Total :	1,645.70
203173	7/28/2023	020630 CHICAGO AREA WATERWAYS	181		CAWCW AGENCY MEMBERSHIP DUES	
					60-00-000-72720	607.25
					63-00-000-72720	607.25
					64-00-000-72720	520.50
					01-26-023-72720	1,735.00
					Total :	3,470.00
203174	7/28/2023	015199 CHICAGO PARTS & SOUND LLC	3-0056503		SPARK PLUG - FIRE #1502	
			3-0056601		01-19-000-72540	63.20
					BLADE WIPER - POLICE STOCK - SUV	
					01-17-205-72540	195.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203174	7/28/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)			
			3-0056645		OIL FILTER - VM UNIT #72	
					01-12-000-72540	5.48
			3-0056653		AIR FILTER - RV #52 WATER	
					60-00-000-72540	8.22
					63-00-000-72540	2.74
					64-00-000-72540	4.69
			3-0056668		PRIME GUARD 5W30 BLEND OIL - ELEC	
					01-26-024-72540	41.16
			3-0056681		PRIME GUARD 5W30 SYNTHETIC OIL -	
					01-26-023-72540	29.22
					60-00-000-72540	15.34
					63-00-000-72540	5.11
					64-00-000-72540	8.77
			3-0056751		PRIME GUARD 5W30 OIL - WATER #83	
					60-00-000-72540	21.61
					63-00-000-72540	7.20
					64-00-000-72540	12.35
			3-0056752		BRAKE PADS - POLICE STOCK	
					01-17-205-72540	199.26
			3-0056753		ROTOR BRAKES - POLICE STOCK	
					01-17-205-72540	326.04
			3CR0006446		REASON CODE: NEW RETURN - AIR FIL	
				G	60-00-000-72540	-9.39
				G	63-00-000-72540	-3.13
				G	64-00-000-72540	-5.37
					Total :	927.70
203175	7/28/2023	021102 CITY OF OTTAWA	071123		ADDITIONAL OFFICERS - RIBFEST 7-1/	
					01-35-000-72923	1,832.30
					Total :	1,832.30
203176	7/28/2023	012057 COMCAST CABLE	8771401810316240		ACCT#8771401810316240 7850 183RD S	
					01-17-205-72517	65.51
					Total :	65.51
203177	7/28/2023	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE 6/21	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203177	7/28/2023	013878 COMED - COMMONWEALTH EDISON	(Continued)			
					01-26-024-72510	35.06
			0052035006		ACCT#0052035006 6720 SOUTH ST 6/20	
					01-26-025-72510	1,502.67
			0369095018		ACCT#0369095018 6761 NORTH ST 6/20	
					01-26-024-72510	51.10
			0522112018		ACCT#0522112018 17048 OPA 6/20-7/20	
					01-26-024-72510	23.87
			1222218001		ACCT#1222218001 1 E OPA NORTH ST	
					70-00-000-72510	80.91
			2761036017		ACCT#2761036017 8317 AMBERLY CT 6	
					01-26-024-72510	52.21
			3784064010		ACCT#3784064010 16301 CENTRAL AV	
					60-00-000-72510	27.19
					63-00-000-72510	27.20
			4803158058		ACCT#4803158058 RIDGEFIELD LN LIF	
					64-00-000-72510	199.00
			5437131000		ACCT#5437131000 7980 W 183RD ST 6/	
					01-26-025-72510	253.77
			6771163043		ACCT#6771163043 87TH AVE 3PS 176TI	
					01-26-024-72510	3,112.29
			7063131025		ACCT#7063131025 7813 174TH ST 6/21	
					64-00-000-72510	99.59
			7398024011		ACCT#7398024011 7000 W 183RD ST 6/	
					01-26-024-72510	71.69
					Total :	5,536.55
203178	7/28/2023	012410 CONSERV FS, INC.	105014318		DIESELEX GOLD ULTRA LS DYED	
					60-00-000-73545	341.11
					63-00-000-73545	85.28
					64-00-000-73545	182.73
			66054978		CONSERV FS SUNNY GLAMOUR COAT	
					01-26-023-73680	256.50
					Total :	865.62
203179	7/28/2023	018234 CORE & MAIN LP	T214382		ILL 39A TOUCHPAD BLACK	
					60-00-000-74175	1,154.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203179	7/28/2023	018234 CORE & MAIN LP	(Continued)		64-00-000-74175	494.70
					Total :	1,649.00
203180	7/28/2023	003635 CROSSMARK PRINTING, INC	91355		BUSINESS CARDS - WILLIAM NEUMAN	
			91362		01-26-025-72310	35.65
					BUSINESS CARDS - JIMMY QUINN	
					01-26-025-72310	19.00
					60-00-000-72310	11.17
					64-00-000-72310	5.70
					63-00-000-72310	2.13
					01-26-025-72310	1.83
					60-00-000-72310	1.07
					63-00-000-72310	0.20
					64-00-000-72310	0.55
					Total :	77.30
203181	7/28/2023	014690 DARLING INGREDIENTS INC	12809429		CAVALLINI'S CAFE SERVICE FEE TRAP	
					01-26-025-72520	178.25
					Total :	178.25
203182	7/28/2023	003809 DAVIS & STANTON	146931		UNIFORM POLICE BARS	
					01-17-205-73610	102.00
					Total :	102.00
203183	7/28/2023	018456 DEL GALDO LAW GROUP LLC	31895		LEGAL SVC 6/1-6/30/23	
					01-14-000-72850	268.75
					18-00-000-72850	107.50
					20-00-000-72850	2,543.75
					Total :	2,920.00
203184	7/28/2023	004009 EAGLE UNIFORM CO INC	INV-14462		NAVY PANTS, EMBROIDERY, COLLAR E	
			INV-14466		14-00-000-73610	204.25
			inv-15898		NAVY PANTS, EMBROIDERY, FIRE MAR	
					14-00-000-73610	268.25
					CLASS A MEN'S PANTS LAPD NAVY, GA	
					01-19-000-73610	105.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203184	7/28/2023	004009 004009 EAGLE UNIFORM CO INC	(Continued)		Total :	577.50
203185	7/28/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	19592		1065 BANNERS NAT'L NIGHT OUT	
			20290		01-17-215-73830	79.93
			21144		POLICE GRAPHICS KIT - 8R CONVERSI	
					01-17-205-72540	583.21
					REPAIR - POLICE #17A - POLICE GRAP	
					01-17-205-72540	318.20
					Total :	981.34
203186	7/28/2023	012941 FMP	50-4606245		COMPPRESSOR EMA UNIT 674	
			50-4646405		01-21-000-72540	979.74
					BULK DELIVERY - DEF DRUM EPV SYS	
					60-00-000-72540	47.25
					63-00-000-72540	15.75
					64-00-000-72540	27.00
					01-26-023-72540	90.00
					01-26-024-72540	45.00
			52-542214		COMPRESSOR,BELT RETURN EMA UN	
			52-542887		01-21-000-72540	-1,035.52
			53-456089		UNIT 71 - MOTOR AND PUMP ASSY RV	
					01-33-300-72540	31.20
					PO SO2 - MOTOR ASY, WIPER, POLICE	
					01-17-205-72540	107.00
					Total :	307.42
203187	7/28/2023	002877 G. W. BERKHEIMER CO., INC.	7416405		TAMPERPROOF SCREWDRIVER	
					01-26-023-73410	25.97
					Total :	25.97
203188	7/28/2023	004458 GATTO'S RESTAURANT & BAR	072523		SENIOR LUNCHEON 105PPL - 7/25/23	
					01-42-000-72954	2,281.00
					Total :	2,281.00
203189	7/28/2023	004493 GORDON FOOD SERVICE INC.	7682000010		PICNIC SUPPLIES : SALT/PEPPER,BUT	
					01-14-000-72974	97.55
					Total :	97.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203190	7/28/2023	018476 GRACIE GLOBAL LLC	GST-00406	VTP-019958	INSTRUCTOR CERTIFICATION COURSE 01-17-220-72140	3,600.00
Total :						3,600.00
203191	7/28/2023	004438 GRAINGER	9773893145		WORM GEAR HOSE CLAMP 01-26-025-73410	25.39
Total :						25.39
203192	7/28/2023	014491 HANSEN DOOR INC.	12133		TORSION SPRING FOR STOCK 01-26-025-72520	500.00
Total :						500.00
203193	7/28/2023	019792 HANSON AGGREGATES MIDWEST INC	42377949		BED/BACKFILL U857 THORNTON IL -ST 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	354.31 39.37 168.72 281.20 93.72
Total :						937.32
203194	7/28/2023	018696 HENRY'S HOUSE OF DECORATED	1417		437M POLO BLACK AM 01-26-023-73610	57.00
			1417		CUSTOMER SUPPLIED HATS, EMBROID 01-21-000-73610	190.00
Total :						247.00
203195	7/28/2023	010238 HOME DEPOT CREDIT SERVICES	072023		****2304 TRASH CANS 01-14-000-72974 01-26-024-73870 01-26-023-73870 60-00-000-73870 63-00-000-73870 64-00-000-73870	69.94 6.88 13.78 4.82 4.82 4.14
Total :						104.38
203196	7/28/2023	012328 HOMER INDUSTRIES	S201338		DROP CHARGE 7/25/23 - LOGS/BRUSH 01-26-023-72890	300.00

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203196	7/28/2023	012328 012328 HOMER INDUSTRIES	(Continued)		Total :	300.00
203197	7/28/2023	004955 ILCMA	4553		JOB AD POSTING FEE - NETWORK & S 01-14-000-72448	50.00
			4557		JOB AD POSTING - PAYROLL SPECIALI 01-14-000-72448	50.00
					Total :	100.00
203198	7/28/2023	004935 ILLINOIS CITY/COUNTY MGMT ASSC	072423		MEMBERSHIP PAT CARR 01-12-000-72720	378.00
					Total :	378.00
203199	7/28/2023	021104 ILLINOIS PUBLIC WORKS MUTUAL	071823		IPWMAN MEMBERSHIP DUES 60-00-000-72720 63-00-000-72720 64-00-000-72720 01-26-023-72720 01-26-024-72720	35.00 35.00 30.00 100.00 50.00
					Total :	250.00
203200	7/28/2023	015497 ILLINOIS SECRETARY OF STATE	072623		LIC RNWL 5C-IL958799,5S- ILG831608,II 01-17-205-72860	684.00
					Total :	684.00
203201	7/28/2023	015497 ILLINOIS SECRETARY OF STATE	072623.		LIC RNWL 5M -IL2419902,1T-ILK141577, 01-17-205-72860	684.00
					Total :	684.00
203202	7/28/2023	015497 ILLINOIS SECRETARY OF STATE	072623..		LIC RNWL 1I-ILA169190,11D-ILA169207, 01-17-205-72860	684.00
					Total :	684.00
203203	7/28/2023	004875 IRMA	SALES0020985		JUNE '23 DEDUCTIBLE 70-00-000-72541	6,510.78
					Total :	6,510.78
203204	7/28/2023	005266 J.M.D. SOX OUTLET, INC.	20230421		WORK CLOTHES/ED CHAPIN 01-26-023-73610	360.85

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203204	7/28/2023	005266 005266 J.M.D. SOX OUTLET, INC.	(Continued)		Total :	360.85
203205	7/28/2023	011466 JEWEL OSCO	00803376		****8778 SUNFLOWER, ROMA TOMATO 01-14-000-72974	57.90
					Total :	57.90
203206	7/28/2023	005260 JOHNSON CONTROLS, INC.	071923		BURGLAR PERMIT REIMBURSEMENT 01-14-000-79015	100.00
					Total :	100.00
203207	7/28/2023	021096 KOSMATKA, LORI	062923		AICP EXAM AND ASSESSMENT REIMB 01-33-310-72140	510.00
					Total :	510.00
203208	7/28/2023	020207 LENNY'S GAS N WASH 183RD ST	2661		20# BAGS OF ICE FOR 2023 BLOCK PA 01-35-000-72923	1,197.00
					Total :	1,197.00
203209	7/28/2023	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20230630		JUNE 2023 MINIMUM COMMITMENT 01-17-225-72852	150.00
					Total :	150.00
203210	7/28/2023	021103 LIBERA, JAMES	07242023		ENTERTAINMENT SERVICES 7/24/23 - 8 01-42-000-72954	500.00
					Total :	500.00
203211	7/28/2023	020983 LIBERTY FLAGS AND BANNERS	19922	VTP-020157	SUMMER BANNER INSTALLATION 01-35-000-73112	3,790.50
					Total :	3,790.50
203212	7/28/2023	006559 LINDE GAS & EQUIPMENT INC	37255159		INDUSTRIAL ACETYLENE, IND HIGH PF 60-00-000-73730 63-00-000-73730 64-00-000-73730 01-26-023-73730 01-26-024-73730	49.39 49.39 42.33 141.11 70.56
					Total :	352.78

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203213	7/28/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-724584		ELMNT ASY,FILTER PD STOCK 01-17-205-72540	466.89
Total :						466.89
203214	7/28/2023	020322 MASTER AUTO SUPPLY	15030+-133031		HOSE PLUG ASSORTMENT - HYDRAUL 60-00-000-72540	7.35
					63-00-000-72540	2.45
					64-00-000-72540	4.20
					01-26-023-72540	14.00
					01-26-024-72540	7.00
			15030-131773		STABILIZER BARLINK KIT, POLICE STO 01-17-205-72540	106.92
			15030-132282		OIL FILTER, OIL 10W30 SYNTHETIC - EI 01-21-000-72540	30.42
			15030-132465		BRAKE LIGHT SWITCH - EMA #677 01-12-000-72540	12.36
			15030-132539		TIE ROD END - POLICE 3B 01-17-205-72540	101.22
			15030-132939		BRAKE PAD FRONTLINE - PAINTED RO 01-17-205-72540	212.47
			15030-132951		XBO T-BOLT 2.50 1-26 WATER 3-STREE 60-00-000-72540	4.30
					63-00-000-72540	1.43
					64-00-000-72540	2.45
					01-26-023-72540	8.18
			15030-133011		OIL FILTER, FUEL, AIR FILTER - WATER 60-00-000-72540	42.21
					63-00-000-72540	14.07
					64-00-000-72540	24.12
			15030-133114		2008 FORD CROWN VICTORIA - SENDE 01-21-000-72540	282.45
			15030-133135		FUEL TANK LOCK RING - #14M - EMA 01-21-000-72540	30.56
			15030-u130912		REF#224977 RETURN - ORIGINAL INVC 01-26-024-72540	-691.39
			227631		RETURN OF EXHAUST FLANGE GSKT (01-26-024-72540	-16.83

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203214	7/28/2023	020322 MASTER AUTO SUPPLY	(Continued) 227631		RETURN: EXHAUST FLANGE GSKT QT 01-26-024-72540	-16.83
Total :						183.11
203215	7/28/2023	006074 MENARDS	41792		CUST#30860257 ALL PURPOSE PLAY S 01-35-000-72923	365.28
			42002		CUST#30860257 - LA 1G OUTLETPLATE 64-00-000-72525	27.18
			42045		CUST# 30860257 - BLUE FEMALE DISC 01-26-025-73840	8.10
			42048		CUST#30860257 - 10" ALLIGATOR PLIEF 60-00-000-73410	20.16
					63-00-000-73410	2.24
					64-00-000-73410	9.60
			42057		CUST#30860257 - 2" CLADDING SCREV 01-26-025-73840	8.69
			42059		CUST# 30860257 - 3/8" X100' DIA BRD P 01-26-025-72520	21.50
			42070		CUST# 30860257 - 11" BLACK CABLE TI 01-26-023-73840	39.99
			42142		CUST# 30860257 - 300W A23 3K LED, S 01-26-024-73570	227.30
			42196		CUST#30860257 - 6 GAL WATER CAN 60-00-000-73410	18.89
					63-00-000-73410	2.10
					64-00-000-73410	8.99
			42200		CUST# 30860257 - 2PK LYSOL TOILETB 60-00-000-73410	11.08
					63-00-000-73410	1.23
					64-00-000-73410	5.27
					01-26-023-73410	17.58
					01-26-024-73410	8.79
					01-26-025-73580	19.96
			42247		CUST#30860257 - PATRIOTIC FLAG CH, 60-00-000-73845	21.41
					63-00-000-73845	2.38

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203215	7/28/2023	006074 MENARDS	(Continued)		64-00-000-73845	10.19
			42401		CUST#30860257 - DAP ALEX FLEX SPA	
					01-26-025-72520	127.65
			42410		CUST# 30860257 - 4-1/2" METAL GRIND	
					01-26-025-73840	22.43
					Total :	1,007.99
203216	7/28/2023	005742 METRO POWER INC.	14169		POST 4-MT 27 BATTERY, POST 1-4D BA	
					60-00-000-72528	254.95
					63-00-000-72528	254.95
					64-00-000-72525	146.25
					Total :	656.15
203217	7/28/2023	006020 METROPOLITAN INDUSTRIES, INC.	INV052416		ROTO METERS	
				VTP-020139	60-00-000-72528	1,290.00
				VTP-020139	63-00-000-72528	1,290.00
				VTP-020139	60-00-000-72528	50.00
				VTP-020139	63-00-000-72528	50.00
					60-00-000-72528	22.52
					63-00-000-72528	22.52
					Total :	2,725.04
203218	7/28/2023	005856 MONROE TRUCK EQUIPMENT, INC.	341449		SNOW/ICE BLADES	
				VTP-020162	01-26-023-72530	6,070.00
					Total :	6,070.00
203219	7/28/2023	021098 MURRAY, KELLY	071623		REIM: TYE-DIE CRAFTS FOR BLOCK P	
					01-35-000-72923	385.34
					Total :	385.34
203220	7/28/2023	015723 NICOR	64423710009		ACCT#64423710009 METER 3358398 6E	
					01-26-025-72511	215.80
			81423710003		ACCT#81423710003 METER 2831616 17	
					01-26-025-72511	49.74
					Total :	265.54

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203221	7/28/2023	020936 OPENGOV INC	INV00011419		OPENGOV/CARTEGRAPH ENTERPRISE	
				VTP-020185	01-26-023-72655	30,576.00
				VTP-020185	01-26-024-72655	7,644.00
				VTP-020185	01-26-025-72655	7,644.00
				VTP-020185	60-00-000-72655	19,110.00
				VTP-020185	63-00-000-72655	2,293.20
				VTP-020185	64-00-000-72655	9,172.80
					Total :	76,440.00
203222	7/28/2023	006421 ORCHARD HILL CONSTRUCTION CO	072423		PRORATING FEE FOR CONTRACTORS	
					01-14-000-79010	100.00
					Total :	100.00
203223	7/28/2023	017555 OSWALD, KELLY	071623		REIM: SAND TOYS FOR BLOCK PARTY	
					01-35-000-72923	17.83
					Total :	17.83
203224	7/28/2023	006475 PARK ACE HARDWARE	070917/1		CUST# 89143 - EXCHANGE LP TANK BF	
					01-14-000-72974	47.97
			070938/1		CUST#89143 - KEY SINGLE-SIDED, FAS	
					01-26-024-73840	5.98
			070956/1		CUST#891432 - 6" WALLBOARD SAW, 8	
					01-26-023-73410	78.94
			70883/1		CUST#829435 - SPRINKLER/SOAKER H	
					01-35-000-72923	112.94
			70884/1		CUST#829435 - MANIFOLD 4 WAY SHU	
					01-35-000-72923	25.99
			70897/1		CUST#89143 - DESCALER & CLNR LIQL	
					60-00-000-73110	6.04
					63-00-000-73110	0.67
					64-00-000-73110	2.88
					01-26-023-73110	9.59
					01-26-024-73110	4.80
			70898/1		CUST#89143 - GREASE LTHM 14OZ, PA	
					01-26-025-72520	31.18
			70924/1		CUST#89143 - DUCT TAPE 60YDS GRA	
					60-00-000-73870	6.68

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203224	7/28/2023	006475 PARK ACE HARDWARE	(Continued)		63-00-000-73870	6.68
					64-00-000-73870	5.73
					01-26-023-73870	19.09
					01-26-024-73870	9.54
			89143		CUST# 89143 - FASTENERS	
					01-26-025-73840	8.64
					Total :	383.34
203225	7/28/2023	006656 PITNEY BOWES	072623		PITNEY BOWES RESERVE ACCOUNT- I	
					01-17-205-72110	13,000.00
					Total :	13,000.00
203226	7/28/2023	006361 RAY O' HERRON CO INC	2284148		GAS MASK CARRIER, DROP LEG, BLK	
					01-17-220-73610	36.74
					Total :	36.74
203227	7/28/2023	017584 RELADYNE	1491413-IN		DRY DIESELALL	
				VTP-020182	01-26-023-73535	204.60
				VTP-020182	60-00-000-73535	128.90
				VTP-020182	63-00-000-73535	14.32
				VTP-020182	64-00-000-73535	61.38
				VTP-020182	01-26-024-73535	102.30
				VTP-020182	01-26-023-73535	7.30
				VTP-020182	60-00-000-73535	4.59
				VTP-020182	63-00-000-73535	0.51
				VTP-020182	64-00-000-73535	2.19
				VTP-020182	01-26-024-73535	3.66
					Total :	529.75
203228	7/28/2023	021105 ROAMING NETWORKS	Ref001438760		UB Refund Cst #00518087	
					60-00-000-20599	66.31
					Total :	66.31
203229	7/28/2023	006874 ROBINSON ENGINEERING CO. LTD.	23070311		17-R0296.04 TP OAK PARK AVE SIDEW/	
					18-00-000-75200	8,727.00
			23070314		21-R0545.02 TP KIMBERLY HEIGHTS DF	

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203229	7/28/2023	006874 ROBINSON ENGINEERING CO. LTD.	(Continued)		65-00-000-75310	4,975.00
			23070318		23-R0055 PROFESSIONAL SERVICES 4	
					01-26-023-72840	909.00
					65-00-000-75310	724.50
			23070326		23-R0005.014 TP FY 2024 PMP RESURF	
					05-00-000-72840	5,743.00
					Total :	21,078.50
203230	7/28/2023	007092 SAUNORIS	726119		SOD	
					60-00-000-73680	37.80
					63-00-000-73680	4.20
					64-00-000-73680	18.00
			726242		SOD	
				VTP-020175	01-26-023-73680	1,630.00
			726243		PALLET REFUND- PO VTP#020175	
					01-26-023-73680	-120.00
			726382		VTP-020175 - PALLET REFUND	
					01-26-023-73680	-120.00
					Total :	1,450.00
203231	7/28/2023	018104 SBA STEEL,LLC	IN14069823		TOWER SITE RENT #IL46494-A-03 AUG	
					60-00-000-72631	274.82
					63-00-000-72631	274.82
					64-00-000-72631	274.82
					01-17-205-72631	549.63
					01-19-000-72631	458.02
					Total :	1,832.11
203232	7/28/2023	007453 SERVICE SANITATION, INC.	8597078		PORTA POTTY UNITS FOR THE BLOCK	
				VTP-020041	01-35-000-72923	9,572.00
					Total :	9,572.00
203233	7/28/2023	017378 SIKICH LLP	23352		PROF SVC THRU 7/31/23 FOR AUDIT FY	
					01-14-000-72845	14,150.00
					16-00-000-72845	795.00
					18-00-000-72845	795.00

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203233	7/28/2023	017378 SIKICH LLP	(Continued)		20-00-000-72845	795.00
					27-00-000-72845	795.00
					28-00-000-72845	795.00
					Total :	18,125.00
203234	7/28/2023	011198 SO.SUB.ASSOC. CHIEFS OF POLICE	080323		SOUTH SUBURBAN CHIEFS OF POLICE	
					01-17-205-72170	180.00
					Total :	180.00
203235	7/28/2023	012238 STAPLES BUSINESS ADVANTAGE	3542274412		THERMAL PAPER,CALCULATOR RIBBO	
					01-17-205-73110	56.14
			3542694158		BINDER MOLDED SLANT-D 5IN BLK	
					01-13-000-73110	184.36
			3542694159		LIBERTY STORAGE BOX LEGAL, 3TAB I	
					01-17-205-73600	346.00
			3542694160		BIG FOOT DOORSTOP GRAY	
					01-17-205-73600	41.95
					Total :	628.45
203236	7/28/2023	015452 STEINER ELECTRIC COMPANY	S007395931.001		COPPER-BONDED GROUND ROD, POII	
					01-26-024-73570	126.97
			S007397294.001		SHOCKWAVE 2-9/16" NUTDRIVER, WAL	
					01-26-024-73570	207.00
			S007397619-001		ELITE METAL HALIDE	
					01-26-025-72520	479.25
					Total :	813.22
203237	7/28/2023	019227 STREET COP TRAINING LLC	INV-102602		ILLINOIS CASE LAW THAT ALL COPS NI	
					01-17-220-72140	199.00
			INV-102604		DRUG IDENTIFICATION, PARAPHERNA	
					01-17-220-72140	225.00
					Total :	424.00
203238	7/28/2023	010139 SULLIVAN, KEITH	082823		REIM: CARVER RISK ASSESSMENT TR	
					01-17-205-72140	642.95
					Total :	642.95

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203239	7/28/2023	007297 SUTTON FORD INC./FLEET SALES	583285		SOCKET AND WIRE ASY UNIT 18A 01-17-205-72540	334.65
			583424		SCREW, WASHER, STUD, NUT UNTI 20 01-17-205-72540	20.22
			583496		INSULATOR ASY UNTI 20A 01-17-205-72540	128.80
			583601		HOSE, WINDSHIELD 7D AND STOCK 01-17-205-72540	29.10
					Total :	512.77
203240	7/28/2023	020985 TAYLOR MEDIA	77023255105		TP PROGRESS ADVERTISEMENT JULY 01-35-100-72983	250.00
					Total :	250.00
203241	7/28/2023	007777 THOMPSON ELEVATOR INSPECTION	23-1198		ELEVATOR INSPECTION - HOLLYWOOD 01-33-300-72853	75.00
			23-1809		1 R&R MOD PERMIT RE-INSPECTION, 7 01-33-300-72853	341.00
					Total :	416.00
203242	7/28/2023	020239 TILTON, THOMAS	082823		EIM: CARVER RISK ASSESSMENT TRA 01-17-205-72140	642.95
					Total :	642.95
203243	7/28/2023	014510 TRUGREEN	179199691	VTP-019985	LAWN TREATMENT - PUMP STATION 66 01-26-023-72881	90.00
			179199692	VTP-019985	LAWN TREATMENT - WATERSFORD PC 01-26-023-72881	90.00
			179199693	VTP-019985	LAWN TREATMENT - DOWNTOWN ARE 01-26-023-72881	125.00
			179199695	VTP-019985	LAWN TREATMENT - RETENTION AREA 01-26-023-72881	575.00
			179199699	VTP-019985	LAWN TREATMENT - 167TH ST MEDIAN 01-26-023-72881	40.00
			179199701	VTP-019985	LAWN TREATMENT - VILLAGE HALL 16 01-26-023-72881	90.00
			179199709	VTP-019985	LAWN TREATMENT - FIRE HOUSE #47 01-26-023-72881	90.00

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203243	7/28/2023	014510 TRUGREEN	(Continued)			
			179594750	VTP-019985	01-26-023-72881 LAWN TREATMENT - 183RD PUMP STA	40.00
			179598343	VTP-019985	01-26-023-72881 LAWN TREATMENT - 167TH ST PUMP S	150.00
			179602378	VTP-019985	01-26-023-72881 LAWN TREATMENT - VILLAGE HALL 16	75.00
			179605063	VTP-019985	01-26-023-72881 LAWN TREATMENT - DOWNTOWN ARE	75.00
			179613433	VTP-019985	01-26-023-72881 LAWN TREATMENT - 76TH AVE MEDIA	75.00
			179614675	VTP-019985	01-26-023-72881 LAWN TREATMENT - FIRE HOUSE #47	300.00
			179620008	VTP-019985	01-26-023-72881 LAWN TREATMENT -FIRE HOUSE #3 91	75.00
			179621605	VTP-019985	01-26-023-72881 LAWN TREATMENT - FIRE HOUSE #4 1	75.00
			179627822	VTP-019985	01-26-023-72881 LAWN TREATMENT - POLICE STATION	75.00
			179631073	VTP-019985	01-26-023-72881 LAWN TREATMENT - CHAS POWERS P	150.00
			179641980	VTP-019985	01-26-023-72881 LAWN TREATMENT - 80TH ST TRAIN S1	75.00
				VTP-019985	01-26-023-72881	300.00
					Total :	2,475.00
203244	7/28/2023	002165 ULINE, INC	165985215		QUAD STAINLESS STEEL DISPENSER, 01-17-220-73600	254.09
					Total :	254.09
203245	7/28/2023	020937 USIQ INC	24093738-1		THERMAL SURVEILLANCE CAMERA	
				VTP-019863	30-00-000-74637	5,000.00
					Total :	5,000.00
203246	7/28/2023	020715 VANTAGE AV	12434-4		AUG MIP STAGE AND SOUND FOR 8/12	
				VTP-020178	01-35-000-72923	5,975.00

Bank code :apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203246	7/28/2023	020715020715 VANTAGE AV	(Continued)		Total :	5,975.00
203247	7/28/2023	020715 VANTAGE AV	12436-3	VTP-020178	AUG MIP STAGE AND SOUND FOR 8/26 01-35-000-72923	5,975.00
					Total :	5,975.00
203248	7/28/2023	020715 VANTAGE AV	12456-3	VTP-019974	SOUND PRODUCTION FOR BLOCK PAF 01-35-000-72923	2,255.00
					Total :	2,255.00
203249	7/28/2023	011416 VERIZON WIRELESS	9939556791		ACCT 2804813333-00001 DATA SVC 6/1 11-00-000-72127 01-11-000-72127 01-12-000-72127 01-13-000-72127 01-15-000-72127 01-16-000-72127 01-17-220-72127 01-17-205-72127 01-19-000-72127 01-19-020-72127 01-21-210-72127 01-26-023-72127 01-26-025-72127 01-33-000-72127 01-35-000-72127 60-00-000-72127 63-00-000-72127 64-00-000-72127 mobile ACCT 2804813333-00003 CELLULAR SV 11-00-000-72127 01-11-000-72120 01-12-000-72120 01-13-000-72120 01-15-000-72120 01-16-000-72120 01-17-205-72120	73.61 144.04 72.02 36.01 36.01 252.07 1,620.64 322.89 756.72 108.03 297.06 546.17 144.04 324.09 36.01 272.24 30.25 129.63 44.37 306.23 178.12 136.09 84.06 328.54 5,110.42

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Voucher List

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Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203249	7/28/2023	011416 VERIZON WIRELESS	(Continued)			
					01-19-000-72120	309.21
					01-19-020-72120	212.49
					01-21-000-72120	134.05
					01-21-210-72120	175.46
					01-26-023-72120	1,316.77
					01-26-024-72120	143.11
					01-26-025-72120	261.54
					01-33-000-72120	521.36
					01-35-000-72120	89.06
					60-00-000-72120	438.34
					63-00-000-72120	48.77
					64-00-000-72120	209.62
					Total :	15,249.14
203250	7/28/2023	021100 VILLAGE OF SHOREWOOD	0065946		SPECIAL DETAIL - RIBFEST 7/1-7/4/23 A	
					01-35-000-72923	5,036.08
					Total :	5,036.08
203251	7/28/2023	010165 WAREHOUSE DIRECT INC	5533194-0		COPY PAPER	
					60-00-000-73110	18.76
					63-00-000-73110	2.08
					64-00-000-73110	8.93
					01-26-024-73110	14.89
					01-26-023-73110	29.80
			5534017-0		POST IT NOTE, ENVELOPED, DISC DC-	
					01-21-210-73110	62.81
			5536747-0		COPY PAPER	
					01-21-000-73110	310.14
			5536754-0		COPY PAPER - PW	
					01-14-000-73110	103.38
					01-26-023-73110	62.03
					60-00-000-73110	39.08
					63-00-000-73110	4.34
					64-00-000-73110	18.61
					01-26-024-73110	31.01

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Voucher List
Village of Tinley Park

Bank code :		apbank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203251	7/28/2023	010165 010165 WAREHOUSE DIRECT INC	(Continued)			Total : 705.86
203252	7/28/2023	017239 WICKLANDER-ZULAWSKI & ASSOC	33250	VTP-020169	INVESTIGATIVE INTERVIEWING TECHN 01-17-220-72140	2,925.00
					Total :	2,925.00
95 Vouchers for bank code : apbank					Bank total :	272,107.11

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Voucher List
Village of Tinley Park

Page: 24

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4635	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002	PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	119.63
					63-00-000-72542	22.79
					64-00-000-72542	61.04
					Total :	203.46
4636	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-1	PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	119.63
					63-00-000-72542	22.79
					64-00-000-72542	61.04
					Total :	203.46
4637	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-2	PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	119.63
					63-00-000-72542	22.79
					64-00-000-72542	61.04
					Total :	203.46
4638	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-3	PAYEE-ILLINOIS BONE AND JOINT	
					60-00-000-72542	698.19
					64-00-000-72542	356.22
					63-00-000-72542	132.99
					Total :	1,187.40
4639	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-4	PAYEE-ILLINOIS BONE AND JOINT	
					60-00-000-72542	3,379.28
					63-00-000-72542	643.67
					64-00-000-72542	1,724.12
					Total :	5,747.07
4640	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-5	PAYEE-ILLINOIS BONE AND JOINT	
					60-00-000-72542	92.33
					63-00-000-72542	17.59
					64-00-000-72542	47.10
					Total :	157.02
4641	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-6	PAYEE-ILLINOIS BONE AND JOINT	

Bank code :		ipmg				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4641	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	(Continued)		
					60-00-000-72542	39.15
					63-00-000-72542	7.46
					64-00-000-72542	19.97
					Total :	66.58
4642	7/25/2023	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-7	PAYEE-VILLAGE OF TINLEY PARK	
					60-00-000-72542	961.09
					63-00-000-72542	183.06
					64-00-000-72542	490.35
					Total :	1,634.50
8 Vouchers for bank code :		ipmg				Bank total : 9,402.95
103 Vouchers in this report						Total vouchers : 281,510.06

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



Interoffice Memo

Date: July 31, 2023

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: First Amended Development Agreement – Harmony Square Properties

Staff is recommending approval for the first amendment to the Harmony Square Development Agreement. The following key changes are:

1. The Revised Total Estimated Cost of Project is reduced to \$54,000,000.00.
2. The development will include 2 phases:
 - a. West Point at Harmony Square Townhome Development
 - b. Mixed Use five (5) story building with Street level commercial and residential uses above the first-floor parking.
3. The amount of TIF funds provided by the Village, not including those land acquisition costs shall not exceed \$5,500,000.00, 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.
4. The total amount of Village incentives to the Developer are reduced to \$7,250,000.00.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

2023-O-042

**AN ORDINANCE AUTHORIZING AND ADOPTING THE FIRST AMENDMENT AND
RESTATEMENT OF THE HARMONY SQUARE DEVELOPMENT AGREEMENT
IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS**

(North Street at Oak Park Avenue)

**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**

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
County, Illinois

ORDINANCE NO. 2023-O-042

**AN ORDINANCE AUTHORIZING AND ADOPTING THE FIRST
AMENDMENT AND RESTATEMENT OF THE HARMONY SQUARE
DEVELOPMENT AGREEMENT 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 enter into development agreements with developers of Village properties and within Village boundaries; 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 Village previously entered into a Development Agreement entitled HARMONY SQUARE DEVELOPMENT AGREEMENT (“Original Agreement”), and both Parties to said Original Agreement desire to Amend and Restate said Original Agreement; and

WHEREAS, the First Amendment and Restatement of the Harmony Square Development Agreement (the “Amended 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 Fifty-Four Million dollars (\$54,000,000); and

WHEREAS, It is necessary for the successful completion of the Project that the Village enter into this Amended 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 Amended 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 execute the Amended Agreement attached hereto as Exhibit A, and to do all things and take all actions to enter into said Amended Agreement with the Developer, and to fulfill the intentions of said Amended 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.

PASSED THIS 2ND day of August, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2ND day of August, 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-042, "AN ORDINANCE AUTHORIZING AND ADOPTING THE FIRST AMENDMENT AND RESTATEMENT OF THE HARMONY SQUARE DEVELOPMENT AGREEMENT 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 2ND day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2ND day of August, 2023.

NANCY O' CONNOR
VILLAGE CLERK

EXHIBIT A

**FIRST AMENDMENT AND RESTATEMENT OF THE HARMONY SQUARE
DEVELOPMENT AGREEMENT**

**Interoffice**

Memo

Date: July 23, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village manager

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Design Development & Construction Documents Phase – The Lakota Group

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

Description: Village staff and our hired professional services have completed the initial Schematic Phase, that was approved at the March 21st Village Board Meeting. The next phase of the construction process for Harmony Square, surrounding facilities and infrastructure will be the Design Development and Construction Documents phase.

Continuing with the previously approved design team, pricing was received from each firm's required scopes of work. This pricing includes all design and professional services to see the project through the issuance of construction drawings, permitting, and bidding. If not included in this phase, expect construction observations and management to be priced at a later phase.

Each professional services agreement (PSA) includes a detailed scope of work and services provided by each team member. Please note, that the scope within this pricing extends beyond the Harmony Square site, and includes surrounding site and public utility improvements, such as site lighting, undergrounding of overhead power lines, replacement of storm sewers, roadwork, water main replacement, and the Streambank Stabilization. Some of the agreements include not to exceed pricing, others include lump sum proposals. This is noted in the summary section next to each team member. We are okay with this approach.

In addition to the design services, we are also including the professional services of RC Wegman and Cullen CM to continue to manage and monitor the design process, coordinate environmental testing, identify, and address any immediate construction needs, establish and monitor the project budget, and address any other needs or requests from the Village for the benefit of the Harmony Square project.

	Team Member	Service	Budget
1.	R.C. Wegman / Cullen CM	Preconstruction - Owners Representation	\$ 225,000
2.	TRIA Architecture, Inc.	Design Services: Support Building, Stage, VIP Building, Hospitality Building	\$ 539,000
3.	The Lakota Group	Design Services: Harmony Square Plaza, Site Plan and Landscape Planning	\$ 350,350
4.	Christopher B. Burke Engineering, Ltd.	Design & Engineering Services: Site Civil, Overhead Dry Utility Relocation, Electrical and Street Lighting	\$ 403,892
5.	Robinson Engineering, Ltd.	Design & Engineering Services: Public Infrastructure Improvements - Roadway, Storm Sewer, Water Main & Manhole Rehabilitation	\$ 396,000
6.	Robinson Engineering, Ltd.	Construction Engineering Services	\$ 336,000
7.	Robinson Engineering, Ltd.	Design & Engineering Services: Streambank Stabilization	\$ 50,000
8.		Design and Engineering Contingency	\$ 200,000
		Not to Exceed	\$ 2,500,242

Staff Direction Request:

1. Approve Agreements as listed.
2. Direct Staff as necessary.

Attachments:

1. Individual Professional Service Agreements as listed.
2. Proposal letters from agencies.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-086

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE
IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

**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-086**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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 The Lakota Group, 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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

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-086, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and The Lakota Group ("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:

The Lakota Group
One East Wacker, Suite 2700
Chicago, Illinois 60601

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 The Lakota Group, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

The Lakota Group, Inc.

By: _____
Village Manager

By: _____
President

DATE: _____

DATE: 7/26/2023

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.

The Lakota Group, Inc.	_____
Name of Consultant (please print)	Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

The Lakota Group, Inc.	_____
Name of Consultant (please print)	Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

The Lakota Group, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

The Lakota Group, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A**Scope of Professional Services**

Scope of services will generally consist of Design Development and Construction Documents for the landscape architecture and of Harmony Square and the surrounding streetscapes, as well as other downtown related design elements, such as pedestrian connections. Please reference the attached proposal for a full list of included services.



July 25, 2023

Harmony Square Design Development Professional Design Services Tinley Park, Illinois

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

Professional Services Agreement between THE LAKOTA GROUP and THE VILLAGE OF TINLEY PARK

PROJECT UNDERSTANDING:

The Lakota Group (Lakota) is pleased to provide our professional design services proposal to The Village of Tinley Park (Client) to assist with preparation of landscape and site design documents for Harmony Square in downtown Tinley Park.

This proposal is based on the Harmony Square concept plan for the 1.75-acre plaza located at North Street and Oak Park Avenue. With this proposal we are moving into the next phase of the design and implementation process, continuing the development of the community-supported schematic design. This design was the result of a collaborative process, working with staff, leadership, and key community stakeholders. This plaza will be home to year-round programming and will be anchored and framed by new and existing transit-oriented mixed-use and commercial development opportunities. We understand that, as part of this project, we will be refining the design for Harmony Square, surrounding streetscapes, and a new entry plaza from Oak Park Avenue.

It is our understanding that the overall process will be managed by Wegman/Cullen Construction Management to ensure coordination between the various private developments and the plaza. Once an overall Design Development package has been developed and submitted, our team will re-engage in Construction Documents.

FOCUS AREAS AND ELEMENTS

Our work will focus on the following areas within and around Harmony Square, as outlined below:

- Synthetic Turf Lawn Area(s)
- Planning for synthetic ice rink
- Splash Pad / Interactive Water Feature
- Seat Walls
- Site Furnishings
- Site Lighting (fixtures and design; engineering by others)
- Art and Interpretive Elements
- Performance Stage Structure (by architect)
- Storage Structure for Utilities and Maintenance Equipment (by architect)
- Concessions Kiosk / Restroom Building (by architect)
- Overhead Shade Structures
- Signage and Wayfinding within and around plaza
- Hardscape layouts and material options related to the plaza design, such as the water feature, buildings, surrounding perimeter walks
- Site and foundation landscape planting character

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

Please note it is anticipated that we may need to engage the following services and subconsultants for this project, depending on the design direction. Lakota will be responsible for contracting and coordinating with sub-consultants. Sub-consultant selection will be directed by Lakota and approved by Village. Lakota to provide Village with copies of sub-consultant agreements. The following consultant fees are included in this proposal:

- Water feature design (Fountain Technologies)
- Irrigation designer (Hines, Inc.)
- Structural Engineer for gateway structure (TBD)

We assume that the site civil engineering will be undertaken by CBBEL and/or Robinson Engineering, site electrical engineering by CBBEL, and architecture (including structural, acoustics, building MEP, performance lighting) by TRIA and their sub-consultants.

PROJECT SCOPE:

Lakota will perform the following tasks/responsibilities for all Phases as outlined below:

PHASE 1: DESIGN DEVELOPMENT

The goal of Phase 1: Design Development is to further explore in detail the Preliminary Site/Landscape Plan and individual elements such as hardscape layouts and dimensions, plant materials, site features and furnishings, and preliminary quantities/costs.

Task 1.1: Design Development Project Kick-off

Conduct a project kick-off meeting with the design team, including civil/electrical engineers and Village Steering Committee to review/confirm project goals, review the preferred Schematic Design Plan, and discuss project timeline. At this meeting, our team will also touch upon:

- Permitting requirements
- Utilities and civil engineering considerations

Conduct a working charrette session to discuss the site layout, relationships of various plan elements and use areas, and alternatives to explore.

Task 1.2: Field Verification

Visit the site to confirm site conditions, review existing infrastructure, surrounding roadways and sidewalks, and surrounding context. Locations of all above and below ground utilities and site features/landscape should be provided for the subject areas along with the remaining parcels.

Task 1.3: Refine Overall Preferred Design Direction

Based on kick-off meeting discussion and team charrette results, the Lakota team will further refine the size, scale, geometry, materials, sub areas, and finishes, as appropriate for the proposed improvements. We will coordinate with the team engineers and architect in an iterative process to provide options for hardscape conditions, landscape areas, use zones, and other features. The Lakota team will take the lead on laying on the base geometry to be used by the team and envisions this process will take several rounds of review and refinement.

Task 1.4: Refine Enlarged Plan Sub-areas

Once a preferred overall geometry has been agreed upon by the team and Village Steering Committee, Lakota will explore more detailed concepts for the key site sub-areas. These include options and layout for the splash pad/water feature (geometry, type of jets, visual character), Oak Park entry plaza (geometry, seating types, landscape, signage, lighting, other elements), event lawn (geometry, edge conditions), surrounding streetscape character (geometry, site element/landscape layout, hardscape condition), and corner plaza (layout, character, seatwalls/seating, landscape, gateway structure, site elements), and seating pockets (geometry, seating, fire pits, materials).

Multiple concepts will be provided for each sub-area for review by the Steering Committee. Refinements will be made to the preferred concept, per team/Steering Committee input.

Task 1.5: Preliminary Plant Palette

Develop preliminary Plant Palette for each specific area of the site, including interior plaza(s), streetscapes, seating pockets, and building foundations. During Design Development, a palette will be provided that shows landscape character and intent only; a detailed landscape plan will be provided in the Construction Document phase.

Task 1.6: Material Palette

Prepare material palette options and supporting graphics for site hardscape, furniture, lighting, corner gateway, sidewalks, plazas, event lawn, and specialty elements.

Task 1.7: Refined Plant and Material Palettes

Based on input from staff and the Steering Committee, refine the preferred options for the plant and materials palettes.

Task 1.8: Submit 30% Design Development Set for Steering Committee Review

Combine plan, sections, landscape palette, hardscape/materials palette(s), and enlarged sub-areas into a 30% Design Development drawing set to submit to the Steering Committee for review.

Task 1.9: Preliminary Opinion of Probable Cost

Based on refinement and Design Development plans, assist the Village's cost consultant with developing cost opinions for the landscape/hardscape elements of the project. Our team will coordinate with the engineers, architects, and other consultants to combine the costs into an overall summary for Village review.

Task 1.10: Coordination with Product Manufacturers

Coordinate with product and equipment manufacturers to further the site design and provide options, methods of construction, details, and costs to features.

Task 1.11: Design Visualization Renderings

Refine three (3) to four (4) eye level visualizations depicting key elements or sub-areas of the Plan using Lumion, as previously submitted for the St. Patrick's Day event.

Task 1.12: Progress Review Meetings

During the Design Development Phase, the Lakota team will conduct working meetings with the Design Team and Village representatives (Steering Committee, Village Board, and staff) to review progress and design direction/budgets at the 75% and 100% Design Development milestones. Revisions will be made based on team comments.

Task 1.13: Design Development Package

Submit refined Design Development set, outline specifications, preliminary plant lists, materials palette, product data, cost opinions, and quantities to the Village for review and approval prior to initiating the final detail and design Construction Document and Specifications Phase. The team will develop more detailed set of preliminary landscape plans, site lighting, architectural features, and details/material choices for specific site elements. Drawings will include dimensions and quantities to the site features and provide a basis for establishing a more detailed preliminary estimate of construction costs, which will also be prepared as part of this task.

Task 1.14: Village Board Presentations

Lakota will present a plan update to the Village Board during the Design Development process.

PHASE 2: CONSTRUCTION DOCUMENTATION

The goal of this phase is to provide a Final Site Landscape Plan and Landscape Construction Documents/Details for the selected site features. The Landscape Construction Documents Package will provide a framework for developing final costs (unit/fixed price) for contractor bidding and implementation. All base data shall be provided by Project Engineer.

Task 2.1: Field Verification

Visit the site as needed to refine site/landscape design.

Task 2.2: Team Coordination Meeting

Meet with the Team to further refine details of the site/landscape plan, specific site elements, and refine planting design/palette. Further identify specific landscape and site issues involving plant material, hardscape, and site features. This includes coordination with civil engineers, architects, and other sub-consultants.

Task 2.3: Construction Documents

Develop Graphic Construction Documents for site and all focus areas. Several drawings will be prepared which address all site element locations, sizes, and quantities. The Construction Documents will be used to bid and construct improvements and may include, but not limited to:

1. Cover Sheet, notes, legend
2. Existing Conditions Plans
3. Site Preparation and Removals Plans
4. Tree Preservation/Removals Plan (as needed)
5. Stormwater Pollution Prevention Plans (SWPPP) (by civil engineers)
6. Grading and Drainage Plans and related details (by civil engineers)
7. Site Utility/Street Plans and related details (by civil engineers)
8. Site Electrical/Lighting Plans and related details (by electrical engineers)
9. Stage and support buildings and related details (by architects)
10. Water feature design and related details
11. Irrigation Plan and related details
12. Hardscape Layout and Materials Plans and related details
13. Site Enlargement Plans and related details
14. Landscape Plans and Planting Schedule and related details
15. Site Construction Details of hardscape features, specialty elements (gateways, signs, pergolas, etc.)

Task 2.4: Specifications and Documentation

The Lakota team will develop written Specifications and Documentation that will be used to bid and construct the improvements.

Task 2.5: Refined Cost Opinions

Revise Construction Cost Opinions to reflect any adjustments to Final Construction Documents.

Task 2.6: Construction Document Milestone Submittals

Submit plans, specifications, and costs at the 75% milestone for required permits. It is assumed that we will submit documents to the team civil engineer to submit to various agencies, as outlined in their scope.

Task 2.7: Team/Village Coordination Meetings

Meet with Team and Village to present final plans, sketches, and costs at the 75% and 90% milestones. This phase includes six (6) meetings.

Task 2.8: Internal Quality Management Review

Prior to Village review and sending the project out for bid, the Lakota team will complete a quality assurance / quality control (QA/QC) audit of the documents.

Task 2.9: Final Construction Document Revisions/Village Review

Submit Final Construction Document set to Village for review (as necessary). Make revisions based on Team and Village input.

Prepare minor revisions to Final Site Plan prior to any resubmission to Village. Minor revisions to Final Plans and detail drawings are included as part of this work scope and fee proposal. *Substantial changes to the general design intent, site plan, or its related elements/features shall be considered outside of the work scope of this proposal. Lakota will be pleased to provide a more specific fee estimate/proposal for any additional services as requested by the Village as determined necessary due to project conditions.*

PHASE 3: PERMITTING AND BID ASSISTANCE

The goal of Permitting and Bid Assistance is to help package and distribute construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed, and clarified with the Village to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

- Meet with Village and Design Team to review construction set.
- Coordinate with Village to distribute bidding documents and prepare legal notice to publicize bid.
- Issue addenda as appropriate to interpret, clarify, or expand the construction documents.
- Recommend reputable contractors for consideration.
- Attend and facilitate a pre-bid meeting.
- Attend bid opening and record results.
- Prepare bid tabulation spreadsheet.
- Perform reference checks for the apparent low bidder's references.
- Issue a bid results summary letter.
- Attend Village Board meeting to present bid package and award.

PHASE 4: CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSE-OUT (FUTURE PHASE)

The goal of Construction Observation and Administration is to provide on-site review and observation of site/landscape construction related to the target area landscape construction package and related specifications to observe that the plan intent is adhered to by the selected contractor(s).

▪ ADMINISTRATION

- Assist in preparation of an Owner / Contractor Agreement.
- Conduct a pre-construction meeting with Client and contractor to review:
 - Contractor mobilization and staging
 - Contractor schedules
 - Contractor submittals
 - Responsibilities
 - Communications
 - Payment procedures
- Provide interpretations and clarifications for the construction documents as needed.
- Review and approve submittals, including samples of materials and shop drawings, and assess change order requests.
- Review and respond to contractor's requests for information.
- Review contractor's request for payments.
- Review testing procedures and data provided by independent testing services.

▪ OBSERVATION

- Provide on-site observation of site construction. Visit site at intervals appropriate to the stage of site/landscape construction to review construction methods (Assumes a total of 12 site visits).
- Make visits to plant nurseries located by landscape contractor to approve selected plant materials (Assumes 2 visits).
- Make written reports regarding site construction progress.

▪ CLOSE-OUT

- Conduct a final on-site observation/inspection of site construction with Village.
- Prepare a final punch list prior to final acceptance of job.
- Review contract close-out submittals including, but not limited to:
 - Operating and maintenance manuals
 - As-built record drawings
 - Labor and material lien waivers
 - Payment applications
- Establish final acceptance.
- Prepare final payment recommendations regarding the contractor's request for acceptance of substantially or finally completed work.

The Lakota Group will manage the performance of our own work through the term of the contract by providing General Project Administration. This includes, but is not limited to:

▪ COMMUNICATIONS

- Coordinate and prepare for meetings and summarize highlights from each meeting.
- Attend public forums identified.
- Collect and disseminate communications from subconsultants and other parties.
- Coordinate regularly with Client representative.

▪ SCHEDULES

- Create, update, and distribute project timelines.
- Coordinate subconsultants.

▪ STAFFING

- Select and assign staff members and subconsultants to appropriate tasks and services.
- Prepare and administer subconsultant agreements.

PROJECT SCHEDULE:

The Phase 1 Design Development work scope will commence upon execution of this contract and be coordinated with other consulting team members and Village representatives to establish a reasonable timeline toward construction.

PROJECT TERMS:

The above services will be provided on an hourly rate basis with a not to exceed fee of **\$347,350** per the firm’s current rates, plus reimbursable expenses.

Total Estimated Fees are as follows:

Lakota Professional Fees by Phase:	
Design Development:	\$ 130,300
Construction Documents:	\$ 157,000
Permitting and Bid:	\$ 12,600
Construction Administration:	TBD
Lakota Professional Fee Total:	\$299,900
Fountain Technologies	\$ 17,000
Hines, Inc.	\$ 18,450
Structural Engineer Allowance	\$ 12,000
Expenses:	\$ 3,000
Total:	\$350,350

Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.

<u>Lakota Hourly Billing Rates (2023):</u>	
President	\$330
Principal	\$305
Associate Principal	\$260
Vice President	\$220
Senior Associate	\$205
Project Planner/Designer/Manager	\$185
Planner/Urban Designer/Landscape Architect	\$140-\$155
Research/Operations Staff	\$100

Reimbursable expenses will be billed at 1.1 times direct expense to cover administration and will include:

- *Travel for field work/site visits to review landscape installation*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Long Distance Communication*
- *Renderings/3D Models (if requested by client)*
- *Miscellaneous (municipal documents, special reports, data)*

ADDITIONAL TERMS

This proposal does not include the following tasks:

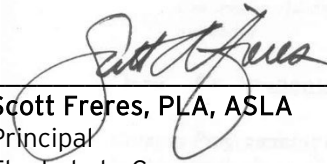
- Construction Observation (future phase)
- Property or legal surveys (by surveyor)
- Additional streetscape or site plan concepts (additional services if requested)
- Civil, environmental, structural, or MEP engineering (by others)
- Engineering for chillers or ice equipment (by others)
- Architectural design (by others)
- Additional Client meetings or Village presentations not outlined above

Professional fees and expenses will be billed monthly for work completed.

Either party may terminate this agreement 15 days after written notice. Lakota shall be compensated for all services performed up to this date.

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, mail or email.

The Lakota Group appreciates the opportunity to provide The Village of Tinley Park with Professional Design Services.



Scott Freres, PLA, ASLA
Principal
The Lakota Group

Signature

Printed Name

Title

Date

EXHIBIT B

Fee Schedule

Attached to 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)

4/17/2023

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).

PRODUCER
Associated
1701 Golf Road #3-700
Rolling Meadows, IL 60008

CONTACT NAME:
PHONE
(A/C, No, Ext): (847) 427-8400
FAX
(A/C, No): (847) 427-3430
E-MAIL
ADDRESS: assocagencies@associated.cc

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Underwriters Ins Co 30104

INSURER B : Hartford Accident and Indemnity Insurance Company 22357

INSURER C : Trumbull Insurance Company 27120

INSURER D :

INSURER E :

INSURER F :

INSURED

The Lakota Group, Inc.
One East Wacker Dr Ste 2700
Chicago, IL 60601

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	83SBAAF9HZJ	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
						MED EXP (Any one person) \$ 2,000,000
						PERSONAL & ADV INJURY \$ 4,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY	PRO-JECT				
		LOC				
	OTHER:					
B	AUTOMOBILE LIABILITY					
X	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	83UECAC0429	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB	X OCCUR				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	CLAIMS-MADE	83SBAAF9HZJ	5/1/2023	5/1/2024	AGGREGATE \$ 2,000,000
	DED X RETENTION \$	10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	83WECVP8565	5/1/2023	5/1/2024	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		83SBAAF9HZJ	5/1/2023	5/1/2024	Limit

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

**Interoffice**

Memo

Date: July 23, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village manager

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Design Development & Construction Documents Phase – R.C. Wegman / Cullen Construction Management

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

Description: Village staff and our hired professional services have completed the initial Schematic Phase, that was approved at the March 21st Village Board Meeting. The next phase of the construction process for Harmony Square, surrounding facilities and infrastructure will be the Design Development and Construction Documents phase.

Continuing with the previously approved design team, pricing was received from each firm's required scopes of work. This pricing includes all design and professional services to see the project through the issuance of construction drawings, permitting, and bidding. If not included in this phase, expect construction observations and management to be priced at a later phase.

Each professional services agreement (PSA) includes a detailed scope of work and services provided by each team member. Please note, that the scope within this pricing extends beyond the Harmony Square site, and includes surrounding site and public utility improvements, such as site lighting, undergrounding of overhead power lines, replacement of storm sewers, roadwork, water main replacement, and the Streambank Stabilization. Some of the agreements include not to exceed pricing, others include lump sum proposals. This is noted in the summary section next to each team member. We are okay with this approach.

In addition to the design services, we are also including the professional services of RC Wegman and Cullen CM to continue to manage and monitor the design process, coordinate environmental testing, identify, and address any immediate construction needs, establish and monitor the project budget, and address any other needs or requests from the Village for the benefit of the Harmony Square project.

	Team Member	Service	Budget
1.	R.C. Wegman / Cullen CM	Preconstruction - Owners Representation	\$ 225,000
2.	TRIA Architecture, Inc.	Design Services: Support Building, Stage, VIP Building, Hospitality Building	\$ 539,000
3.	The Lakota Group	Design Services: Harmony Square Plaza, Site Plan and Landscape Planning	\$ 350,350
4.	Christopher B. Burke Engineering, Ltd.	Design & Engineering Services: Site Civil, Overhead Dry Utility Relocation, Electrical and Street Lighting	\$ 403,892
5.	Robinson Engineering, Ltd.	Design & Engineering Services: Public Infrastructure Improvements - Roadway, Storm Sewer, Water Main & Manhole Rehabilitation	\$ 396,000
6.	Robinson Engineering, Ltd.	Construction Engineering Services	\$ 336,000
7.	Robinson Engineering, Ltd.	Design & Engineering Services: Streambank Stabilization	\$ 50,000
8.		Design and Engineering Contingency	\$ 200,000
		Not to Exceed	\$ 2,500,242

Staff Direction Request:

1. Approve Agreements as listed.
2. Direct Staff as necessary.

Attachments:

1. Individual Professional Service Agreements as listed.
2. Proposal letters from agencies.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-087

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND R.C. WEGMAN/CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY
SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT &
CONSTRUCTION DOCUMENTS PHASE**

**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-087**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN/CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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 R.C. Wegman/Cullen Construction Management, 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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

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-087, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN/CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and R.C. Wegman Construction Company ("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:

Colette Rozanski
R. C. Wegman Construction Company
750 Morton Avenue
Aurora IL 60506

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 R.C. Wegman Construction Company. have executed this agreement.

VILLAGE OF TINLEY PARK

R.C. WEGMAN CONSTRUCTION COMPANY

By: _____
Village President

By: _____
TITLE: President

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Submitted by (signature)

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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Submitted by (signature)

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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Submitted by (signature)

President

Title

EXHIBIT A**Scope of Professional Services****SCOPE OF SERVICES**

R.C. Wegman has partnered with sub consultant Cullen Construction Management to provide Owners Representation Consulting Services during the **Preconstruction Phase – Design Development and Construction Documents** of the Harmony Square Project and act as an extension of **Tinley Park**. Our focus will be on communication, accountability, schedule, and budget management to drive the phase to completion.

Design Development and Construction Documents Phase

Once retained, we will meet with the Project Team to coordinate and emphasize the owner's goals and objectives. Establishing this upfront will provide a solid foundation to meet challenges that may be encountered through the design development and construction documents phase. Our approach includes the following tasks:

Design Development and Program Management

- Review all previously approved schematic design construction documents with the project team
- Coordinate design review meetings with the design team and Village of Tinley Park
- Identify project constraints
- Monitor design progress from all consultants
- Understand Municipal approvals and related documents

Project Scheduling

- Review schedule target dates provided by the Village of Tinley Park with the project team to ensure cohesion between the design and construction schedules.
- Management of the milestone schedule and provide regular reporting and updates.
- Develop and manage the design schedule with input from the design team.
- Update the construction schedule produced during the schematic design phase with the Village of Tinley Park.
- Coordinate construction schedules with all aspects of the project to create a single, cohesive project schedule. This is to include scopes of work and schedules from West Point Builders (townhomes and mixed-use building), the Streambank Stabilization, and all other site and public improvements (underground relocation of power lines, water main replacement, roadwork).
- Schedule Development to include all design, approval, funding and construction milestones across all facets of the project, including the Townhomes, mixed-use building, Harmony Square Plaza, and all Harmony Square Support Buildings.

Financial Controls and Reporting

- Provide updates to the schematic design phase budget as the project design progresses.
- Review budgets with the Village of Tinley Park.
- Develop recommendations and value opportunities with the evolution of the design.
- Review Funding opportunities

EXHIBIT B

Fee Schedule

Phase 1 Preconstruction Owner Representation Services \$25,000 per month Allowance

Hourly Rates:

Principal	\$285/hour
Project Executive	\$250/hour
Director Technical Services	\$175/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Assistant Project Manager	\$120/hour

Notes:

- 1. The allowance will be tracked hourly and billed monthly. Costs will not exceed allowance without approval in writing.
- 2. Typical Reimbursable expenses are not included in the above monthly retainer amounts (travel, plan copies / printing, postage / messenger services, etc.)
- 3. Invoicing: 6% interest, compounded monthly for any invoices outstanding beyond 60 days

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 Certificate

CERTIFICATE OF LIABILITY INSURANCE

3/15/2023

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).

PRODUCER Connor & Gallagher Ins. Serv. 750 Warrenville Road, Ste. 400 Lisle IL 60532		CONTACT NAME: CGO Certificate Team PHONE (A/C, No, Ext): 630-810-9100 E-MAIL ADDRESS: certs@gocgo.com FAX (A/C, No): 630-810-0100	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Insurance (MAIN)	
		INSURER B: Selective Ins. South Carolina	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1338119739

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S2495786	10/31/2022	10/31/2023	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2495786	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	S2495786	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC9102556	10/31/2022	10/31/2023	<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	Inland Marine			S2495786	10/31/2022	10/31/2023	Lease/Rent/Unschedule Deductible 200,000 1,000

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

Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys are hereby Additional Insured on a primary and non-contributory basis with respects to General Liability and Auto Liability when required in written contract. Waiver of Subrogation applies to Additional Insureds with respects to General Liability, Auto Liability, and Workers Compensation Policies. Umbrella Follows Form.

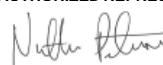
CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park IL 60506

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





Interoffice

Memo

Date: July 23, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village manager

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Design Development & Construction Documents Phase – TRIA Architecture, Inc.

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

Description: Village staff and our hired professional services have completed the initial Schematic Phase, that was approved at the March 21st Village Board Meeting. The next phase of the construction process for Harmony Square, surrounding facilities and infrastructure will be the Design Development and Construction Documents phase.

Continuing with the previously approved design team, pricing was received from each firm's required scopes of work. This pricing includes all design and professional services to see the project through the issuance of construction drawings, permitting, and bidding. If not included in this phase, expect construction observations and management to be priced at a later phase.

Each professional services agreement (PSA) includes a detailed scope of work and services provided by each team member. Please note, that the scope within this pricing extends beyond the Harmony Square site, and includes surrounding site and public utility improvements, such as site lighting, undergrounding of overhead power lines, replacement of storm sewers, roadwork, water main replacement, and the Streambank Stabilization. Some of the agreements include not to exceed pricing, others include lump sum proposals. This is noted in the summary section next to each team member. We are okay with this approach.

In addition to the design services, we are also including the professional services of RC Wegman and Cullen CM to continue to manage and monitor the design process, coordinate environmental testing, identify, and address any immediate construction needs, establish and monitor the project budget, and address any other needs or requests from the Village for the benefit of the Harmony Square project.

	Team Member	Service	Budget
1.	R.C. Wegman / Cullen CM	Preconstruction - Owners Representation	\$ 225,000
2.	TRIA Architecture, Inc.	Design Services: Support Building, Stage, VIP Building, Hospitality Building	\$ 539,000
3.	The Lakota Group	Design Services: Harmony Square Plaza, Site Plan and Landscape Planning	\$ 350,350
4.	Christopher B. Burke Engineering, Ltd.	Design & Engineering Services: Site Civil, Overhead Dry Utility Relocation, Electrical and Street Lighting	\$ 403,892
5.	Robinson Engineering, Ltd.	Design & Engineering Services: Public Infrastructure Improvements - Roadway, Storm Sewer, Water Main & Manhole Rehabilitation	\$ 396,000
6.	Robinson Engineering, Ltd.	Construction Engineering Services	\$ 336,000
7.	Robinson Engineering, Ltd.	Design & Engineering Services: Streambank Stabilization	\$ 50,000
8.		Design and Engineering Contingency	\$ 200,000
		Not to Exceed	\$ 2,500,242

Staff Direction Request:

1. Approve Agreements as listed.
2. Direct Staff as necessary.

Attachments:

1. Individual Professional Service Agreements as listed.
2. Proposal letters from agencies.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-084

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE
IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

**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-084**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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/an Agreement with TRIA Architecture, Inc., 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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

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-084, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and TRIA Architecture, Inc. ("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:

TRIA Architecture, Inc.
901 McClintock Drive, Suite 100
Burr Ridge, IL 60527

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 TRIA Architecture, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

TRIA ARCHITECTURE, INC.

By: _____
Village Manager

By: _____
Title: _____

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A**Scope of Professional Services**

Scope of services will generally consist of design of all building structures of Harmony Square, including the Hospitality Building located at the corner of Oak Park Avenue and North Street, the Harmony Square Support and Stage Building located at the corner of Oak Park Avenue and 173rd Street, and the VIP Building for concert viewing. The attached proposal includes a detailed list of all services that are included.



July 25, 2023

VIA E-MAIL

(10) Page(s) Inclusive
mglotz@tinleypark.org

Mayor Michael Glotz, Village of Tinley Park (OWNER)
16250 S. Oak Park Ave.,
Tinley Park, Illinois 60477

Re: Harmony Square
6750 North Street, Tinley Park, Illinois 60477
Proposal for Professional Services– Design Development, Construction Documents, and Bidding and Negotiations

Dear Mayor Glotz:

It was a pleasure talking with you about your design needs. We thank you for the opportunity to continue working with you. We have reviewed the project and understand the scope of services. We feel that our experience with similar projects and our dedication to exceptional design and service will blend in perfectly with this project. We have described our scope of services below.

PROJECT UNDERSTANDING:

I. Tria Architecture (TRIA) will complete all Architectural Design for you (OWNER), as described herein. This proposal is based on the following key components:

A. Design the Support Building to include:

1. Stage with associated support spaces.
2. Skate rental office.
3. Vanilla box flex space for future build-out.
4. Second floor Public Safety Office.
5. Basement for HVAC systems and storage.

B. Design the VIP building to include:

1. Indoor seating space with a kitchenette.
2. Two single user restrooms.
3. Janitor's closet.
4. Outdoor seating area.
5. Public safety roof deck viewing area.

C. A Vanilla Box (shell and core only) Hospitality Building to include:

1. Unfinished first floor spaces for future bar/restaurant build-out.
2. Finished concessions area for plaza use.
3. Finished toilet rooms for plaza use.
4. Unfinished second floor space for future build-out.
5. Unfinished roof deck area for future build-out.

D. All designs are based on the Schematic Design plans approved on July 17, 2023.

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 Fax: 630.455.4040

www.TriaArchitecture.com

INIT.

Mayor Michael Glotz, Village of Tinley Park (OWNER)

Proposal for Professional Services –

Design Development, Construction Documents, and Bidding and Negotiations

Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

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- II. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.

DESIGN PHASE SERVICES:

- I. TRIA will generally field verify all relevant existing conditions for the renovation areas only. No field verification of the remainder of the site is included in this proposal.
- II. TRIA will provide Design Development services.
 - A. The design will be based on the Schematic Design plans approved by the OWNER on July 17, 2023.
 1. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal.
 - B. TRIA will refine the floor plans, develop building elevations, develop primary building and wall sections, determine material selections, and identify the HVAC systems.
 - C. If approved by the OWNER, TRIA will identify the major design elements for the A/V Systems, Acoustic Design, and Theatrical Lighting Systems per the fee schedule below.
- III. TRIA will provide Construction Documents services.
 - A. Civil (C) Engineering is provided by others under a separate contract.
 - B. TRIA will design the Mechanical, Electrical, Plumbing and Fire Protection (M.E.P.FP.) systems as required to accommodate the new design, including:
 1. TRIA will design the Heating, Ventilation and Air Conditioning (HVAC) system for the buildings.
 - a. HVAC at vanilla box locations (hospitality building and flex spaces within support building) will include the design of a primary HVAC unit with ductwork stubbed into space for heating and cooling.
 2. TRIA will design the electrical system for the building including:
 - a. General power and lighting.
 - b. Building mounted site lighting.
 - c. An addressable fire alarm system.
 - d. Telecommunications utility entrances (Voice, Data, Internet, Security, Television) shall be provided by Others.
 - e. No specialized engineering such as security, intelligent lighting, voice, data, etc. design is included in this proposal.
 - f. All conduit and junction box locations for low voltage systems shall be designed for wiring and trim to be provided by others.
 - g. Electrical at vanilla box locations (hospitality building and flex spaces within support building) will include the main electrical panel and basic lighting fixtures.

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Proposal for Professional Services –

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Harmony Square

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July 19, 2023

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3. TRIA will design the plumbing system for the buildings, including:
 - a. Natural gas, domestic water and sanitary sewer for the buildings.
 - b. Automatic Fire Suppression (sprinkler) system for the buildings.
 - c. Plumbing at vanilla box locations (hospitality building and flex spaces within support building) will include the design of a water and sanitary sewer connection stubbed into the space.
4. All utility entrances will be designed from 5 feet outside the building footprints to the interior of the buildings. Utility designs from 5' to service main by Others.
5. All MEP designs for any site amenities are to be designed by Others.
- C. TRIA will design the new Structural (S.) systems as required to accommodate the new design for the Buildings.
 1. The OWNER will provide soil testing reports for use by our structural engineer.
 2. No specialized structural investigations or other designs are included in this proposal.
 3. If required, all Structural Engineering above and beyond normal building design will be billed as a reimbursable expense above and beyond this proposal.
- D. Structural engineering for any site amenities will be provided by Others.
- E. If requested by the OWNER, TRIA will provide Audio Visual, Acoustic, and Theatrical Lighting Design per the fee schedule below.
 1. TRIA will provide Audio Visual (A/V) Design Services
 - a. The scope of A/V systems is not yet defined, but we have assumed system capabilities and a level of sophistication that is commonly incorporated into the spaces addressed in our scope of work.
 - b. A/V design will be focused on a combination of infrastructure and raceway to support portable equipment, and possibly an inventory of house equipment to support the most typical uses of the venue.
 - c. We have assumed an AV system budget of the range of \$200,000-300,000.
 - d. Coordinate with the Civil Engineer (Under Separate Contract) in order to align lighting and sound needs with respect to support of lawn loudspeakers.
 2. TRIA will provide Acoustic Design Services
 - a. Provide guidance on sound control from the venue to the surrounding properties and provide estimates of noise levels to be expected during concert events.
 - b. Explore landscape and civil options for mitigating the noise from nearby train traffic.

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Harmony Square

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- c. Provide acoustic design for material selection and shape of the venue.
 - d. Review and comment on progress sketches as design options are developed.
 - e. Review and comment on the design documents and cost estimates by others.
 - 3. TRIA will provide Theatrical Lighting Design Services
 - a. Design Lighting control specifications, to include written narrative describing control intent, programming, functionality and interoperability of systems.
 - b. Provide: Photometric studies, Luminaire schedules, including specific luminaire type, lamp, driver and power requirements, Luminaire installation details as needed, Luminaire cut-sheets, Coordinate with the Civil Engineer (Under Separate Contract) in order to align lighting needs with respect to the lawn lights.
- IV. TRIA will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's). The permit drawings shall comply with zoning and buildings codes, rules and regulations applicable to TRIA's scope of services.
 - A. The OWNER will apply for the permit and coordinate the permit process with their Departments.
 - B. The OWNER will be responsible for all required permitting fees.
 - C. TRIA will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of work.

BIDDING PHASE:

- I. TRIA will assist the OWNER with all bidding, Requests for Information (RFI's), preparation of Addenda, and pre-bid meetings.
 - A. It is assumed for this proposal that there will be two (2) separate Bidding Phases.
- II. Soliciting contractors, bid opening, negotiation, and evaluation of the lowest apparent bidder will be by Others under a separate contract.
- III. Construction contracts will be provided and processed by Others under a separate agreement.

CONSTRUCTION OBSERVATION PHASE:

- I. Under Separate Contract.

GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - A. An electronic copy of the existing site showing all utility locations, M.E.P.FP. equipment details and sizes, if available.
 - 1. All building covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.

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Proposal for Professional Services –

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Harmony Square

6750 North Street, Tinley Park, Illinois 60477

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- B. The most current Hazardous Material reports (lead, asbestos, etc.) for the facility, if any.
- C. Security, communications, and data systems designs and specifications for incorporation into the Construction Documents.
- D. Soil testing reports for use by our Structural engineers.
- E. Material Testing during construction.
- II. Items excluded from this proposal:
 - A. Furniture, Fixture and Equipment (FF&E) Design.
 - B. ALTA Survey.
 - C. I.D.O.T. Drainage Checklist.
 - D. Environmental Assessments, Mitigation, Or Clean-Up.
 - E. Traffic Studies.
 - F. Tree Survey.
 - G. Alternate Bid Designs.
 - H. Value Engineering.
- III. This proposal is based upon attendance at up to sixteen (16) OWNER/design meetings, one (1) Board meeting, and up to (4) pre-bid meetings.
 - A. Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

This proposal references and includes the AIA Document B101 (2017 edition) - Standard Form of Agreement between Owner and Architect, Articles two, three, five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to continue our relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the yellow highlighted areas and send the entire proposal back to our office.** Tria Architecture and I look forward to your direction and working with you.

TRIA ARCHITECTURE

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Mayor Michael Glotz, Village of Tinley Park (OWNER)
**Proposal for Professional Services –
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Harmony Square
6750 North Street, Tinley Park, Illinois 60477
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FEE SCHEDULE

BASE BID PROPOSAL: Architectural Design services as described above for a Lump Sum Fee of \$449,500.

OPTIONAL ADDITIONAL DESIGN FEES:

- ☐ (Initial) Design of Audio Visual Systems, Acoustical Design, and Theatrical Lighting Design as described above, **For an Additional Lump Sum Fee of \$89,500.00.**

2023 HOURLY RATES

(For services above and beyond our scope of services listed above):

Principal Architect	\$225.00
Associate Architect	\$190.00
Architectural Associate	\$180.00
Senior Staff Architect / Senior Interior Designer	\$180.00
Staff Architect II / Interior Designer II	\$160.00
Architectural Staff II	\$160.00
Staff Architect I / Interior Designer I	\$150.00
Senior Architectural Staff	\$150.00
Architectural Staff	\$140.00
Graphic Designer	\$135.00
Architectural Intern / Interiors Intern	\$130.00
Administrative Assistant	\$110.00

Approved by (Sign / Print):

Title:

Date:

Sincerely,



TRIA ARCHITECTURE, INC.

Ronald E McGrath, AIA, LEED AP
Principal Architect

REM/JP

Attachments: Schematic Design Plans (3)

File Name: MRT.PRP.072523.VOTP.HarmonySquare-CD.docx

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
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TERMS AND CONDITIONS

I. If TRIA is requested to perform any onsite visits during construction, the OWNER or Contractor will obtain General Liability Insurance during construction and name TRIA as additional insured.

II. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.

III. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.

IV. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.

V. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.

VI. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.

VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.

VIII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.

IX. If the services covered by this proposal have not been completed within eight (8) months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

X. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA.

XI. To the fullest extent permitted by law, and not withstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance limits.

XII. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.

XIII. Hourly rates are subject to change at the beginning of every calendar year.

XIV. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.

XV. All reimbursables will be forwarded with a 1.1 multiplier factor. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.

XVI. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

TRIA ARCHITECTURE

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EXHIBIT B

Fee Schedule

Attached to 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



Interoffice

Memo

Date: July 23, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village manager

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Design Development & Construction Documents Phase – Robinson Engineering, Ltd.

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

Description: Village staff and our hired professional services have completed the initial Schematic Phase, that was approved at the March 21st Village Board Meeting. The next phase of the construction process for Harmony Square, surrounding facilities and infrastructure will be the Design Development and Construction Documents phase.

Continuing with the previously approved design team, pricing was received from each firm's required scopes of work. This pricing includes all design and professional services to see the project through the issuance of construction drawings, permitting, and bidding. If not included in this phase, expect construction observations and management to be priced at a later phase.

Each professional services agreement (PSA) includes a detailed scope of work and services provided by each team member. Please note, that the scope within this pricing extends beyond the Harmony Square site, and includes surrounding site and public utility improvements, such as site lighting, undergrounding of overhead power lines, replacement of storm sewers, roadwork, water main replacement, and the Streambank Stabilization. Some of the agreements include not to exceed pricing, others include lump sum proposals. This is noted in the summary section next to each team member. We are okay with this approach.

In addition to the design services, we are also including the professional services of RC Wegman and Cullen CM to continue to manage and monitor the design process, coordinate environmental testing, identify, and address any immediate construction needs, establish and monitor the project budget, and address any other needs or requests from the Village for the benefit of the Harmony Square project.

	Team Member	Service	Budget
1.	R.C. Wegman / Cullen CM	Preconstruction - Owners Representation	\$ 225,000
2.	TRIA Architecture, Inc.	Design Services: Support Building, Stage, VIP Building, Hospitality Building	\$ 539,000
3.	The Lakota Group	Design Services: Harmony Square Plaza, Site Plan and Landscape Planning	\$ 350,350
4.	Christopher B. Burke Engineering, Ltd.	Design & Engineering Services: Site Civil, Overhead Dry Utility Relocation, Electrical and Street Lighting	\$ 403,892
5.	Robinson Engineering, Ltd.	Design & Engineering Services: Public Infrastructure Improvements - Roadway, Storm Sewer, Water Main & Manhole Rehabilitation	\$ 396,000
6.	Robinson Engineering, Ltd.	Construction Engineering Services	\$ 336,000
7.	Robinson Engineering, Ltd.	Design & Engineering Services: Streambank Stabilization	\$ 50,000
8.		Design and Engineering Contingency	\$ 200,000
		Not to Exceed	\$ 2,500,242

Staff Direction Request:

1. Approve Agreements as listed.
2. Direct Staff as necessary.

Attachments:

1. Individual Professional Service Agreements as listed.
2. Proposal letters from agencies.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-083

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE
INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION
DOCUMENTS PHASE**

**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-083**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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/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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

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-083, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 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 (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:

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. 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 Robinson Engineering, Ltd. have executed this agreement.

VILLAGE OF TINLEY PARK

ROBINSON ENGINEERING, LTD.

By: _____
Village Manager

By: _____
Director of Operations

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

Robinson Engineering, Ltd

Name of Consultant (please print)

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.

Robinson Engineering, Ltd

Name of Consultant (please print)

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.

Robinson Engineering, Ltd

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.

Robinson Engineering, Ltd

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

Scope of services indicated in the attached proposal for Professional Engineering and Surveying Services for Harmony Square Public Infrastructure Improvements – Roadway, Water Main and Manhole Rehabilitation, dated 6/15/2023.



6/15/23

Project 19--R0285.03

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

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**
Harmony Square Public Infrastructure Improvements – Roadway, Water Main & Manhole Rehab

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with the Harmony Square development 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 Harmony Square Development will include improvements to public infrastructure, including the reconstruction of roadways, the installation of new water main, and the construction of a new section of roadway. The reconstructed roadways, as well as the new roadway section, will have storm sewer constructed to outlet to existing storm sewer along 173rd St. The improvements will also include any necessary sanitary sewer manhole rehabilitations as determined by visual inspection.

Specifically, the following roadways will be reconstructed with new storm sewer: 172nd St. from Oak Park Ave. to 67th Ave.; 173rd St. from Oak Park Ave. to 67th Ct.; 67th Ct. from just north of 172nd St. to 173rd St.; 67th Ave. from 172nd St. to just south of 173rd St.; and the east end of North St. to 173rd St. A new section of roadway will be constructed from North St. to 173rd St. near the 67th Ct. intersection. New water main will be installed within the public right-of-way of these same sections of roadways, along with a new water main along Oak Park Ave. from 173rd St. to North St. and from the west side to the east side of Oak Park Ave. at 173rd St. These roadway and water main improvements can be seen in the two attached exhibits.

2. SCOPE OF SERVICES

A. Design Engineering Services

REL will perform the following design engineering services:

- Coordination with Village staff and Construction Management Team (Cullen Construction Management)
- General project administration
- Completion of Sanitary Sewer Manhole Inspections
- Preparation of Engineering Plans and Specifications with existing and proposed site plans
- Preparation of Engineering Plans and Specifications with construction details and plan specifications
- Submittal of all permit applications to the IEPA
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

B. Project Bidding

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid by Tinley Park Mainstreet/West Point Builders. REL will provide Tinley Park Mainstreet/West Point Builders with a list of contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will assist Tinley Park Mainstreet/West Point Builders in evaluating the bid proposals if requested.

C. Construction Engineering Services

For the project REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries
- Construction Observation on a full-time basis including critical points of construction as determined by REL, the Village and Cullen Construction Management

D. Streambank Stabilization Design Engineering Services

It is understood that the Village wants to incorporate streambank stabilization improvements in the area of the Harmony Square Development. Because the exact scoping of these improvements has not been established to date, it is difficult to describe the exact services that will be provided. However, once the scope has been determined, REL will provide the necessary design engineering services to include such necessary improvements as part of the Harmony Square Development Improvement Plans as described above.

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. and B.) for a lump sum fee of \$396,000. This fee is based on our understanding of the project and experience with similar projects.

REL proposes to perform the construction phase of the project (Item C.) for a lump sum fee of \$336,000.

Because the scoping of services still needs to be better defined for the streambank stabilization improvements, REL will perform the design phase associated with these improvements (item D.) on a Time & Material basis with a Not to Exceed figure of \$50,000.

4. STANDARD TERMS AND CONDITIONS

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

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

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

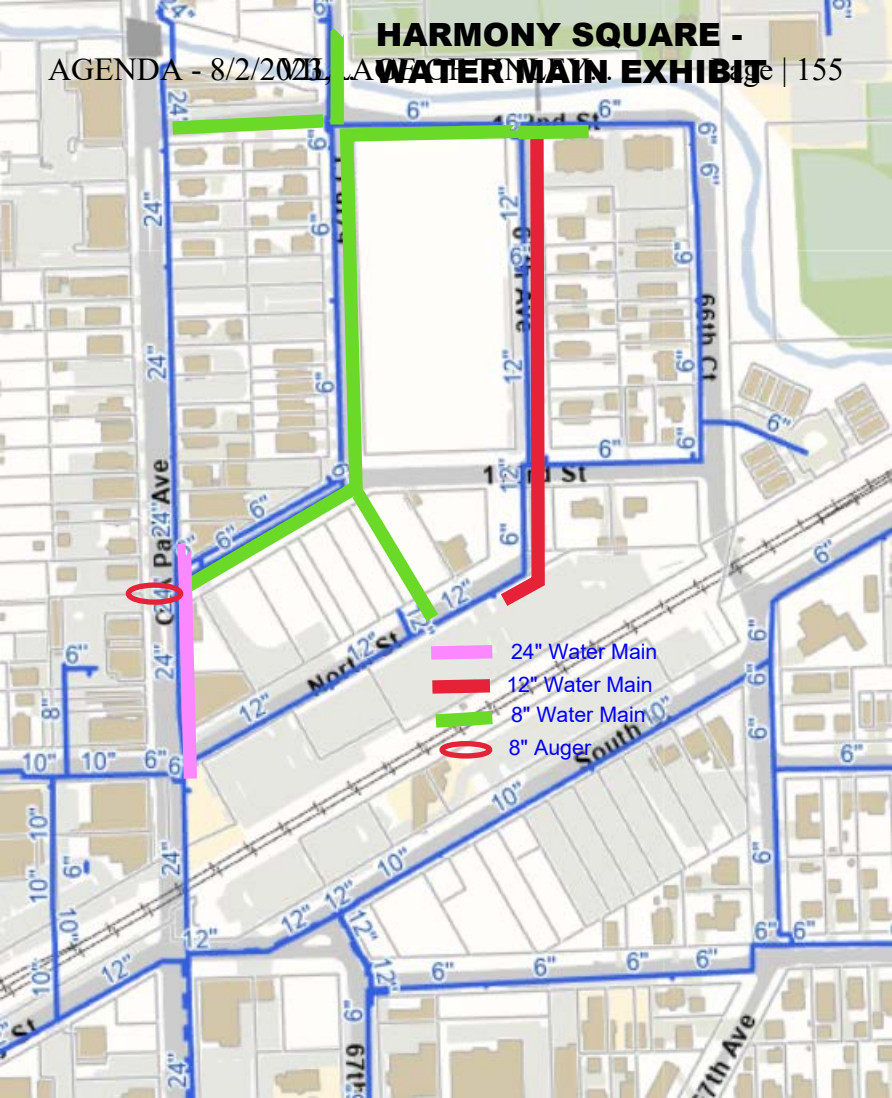
HARMONY SQUARE -

ROADWAY IMPROVEMENTS EXHIBIT 154



WATER MAIN EXHIBIT

WATER MAIN. EXHIBIT | 155



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.

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 B

Fee Schedule

Attached to 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)

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).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Harleysville Preferred Insurance Company	
		INSURER C: Harleysville Worcester Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <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"/> 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 \$ 0			CMB0000004888BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	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 
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**Interoffice****Memo**

Date: July 23, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village manager

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Design Development & Construction Documents Phase – Christopher B. Burke Engineering, Ltd.

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

Description: Village staff and our hired professional services have completed the initial Schematic Phase, that was approved at the March 21st Village Board Meeting. The next phase of the construction process for Harmony Square, surrounding facilities and infrastructure will be the Design Development and Construction Documents phase.

Continuing with the previously approved design team, pricing was received from each firm's required scopes of work. This pricing includes all design and professional services to see the project through the issuance of construction drawings, permitting, and bidding. If not included in this phase, expect construction observations and management to be priced at a later phase.

Each professional services agreement (PSA) includes a detailed scope of work and services provided by each team member. Please note, that the scope within this pricing extends beyond the Harmony Square site, and includes surrounding site and public utility improvements, such as site lighting, undergrounding of overhead power lines, replacement of storm sewers, roadwork, water main replacement, and the Streambank Stabilization. Some of the agreements include not to exceed pricing, others include lump sum proposals. This is noted in the summary section next to each team member. We are okay with this approach.

In addition to the design services, we are also including the professional services of RC Wegman and Cullen CM to continue to manage and monitor the design process, coordinate environmental testing, identify, and address any immediate construction needs, establish and monitor the project budget, and address any other needs or requests from the Village for the benefit of the Harmony Square project.

	Team Member	Service	Budget
1.	R.C. Wegman / Cullen CM	Preconstruction - Owners Representation	\$ 225,000
2.	TRIA Architecture, Inc.	Design Services: Support Building, Stage, VIP Building, Hospitality Building	\$ 539,000
3.	The Lakota Group	Design Services: Harmony Square Plaza, Site Plan and Landscape Planning	\$ 350,350
4.	Christopher B. Burke Engineering, Ltd.	Design & Engineering Services: Site Civil, Overhead Dry Utility Relocation, Electrical and Street Lighting	\$ 403,892
5.	Robinson Engineering, Ltd.	Design & Engineering Services: Public Infrastructure Improvements - Roadway, Storm Sewer, Water Main & Manhole Rehabilitation	\$ 396,000
6.	Robinson Engineering, Ltd.	Construction Engineering Services	\$ 336,000
7.	Robinson Engineering, Ltd.	Design & Engineering Services: Streambank Stabilization	\$ 50,000
8.		Design and Engineering Contingency	\$ 200,000
		Not to Exceed	\$ 2,500,242

Staff Direction Request:

1. Approve Agreements as listed.
2. Direct Staff as necessary.

Attachments:

1. Individual Professional Service Agreements as listed.
2. Proposal letters from agencies.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-085

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE
INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION
DOCUMENTS PHASE**

**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-085**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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/an Agreement with Christopher B. Burke 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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

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-085, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2nd, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 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: _____

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A**Scope of Professional Services**

Scope of services will generally consist of site utilities and civil work for the Harmony Square Plaza, dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination as further described in the attached proposal dated July 26, 2023.

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

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

July 26, 2023

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

Attention: John Urbanski – Public Works Director

Subject: Professional Engineering Services Proposal
Design Engineering
Harmony Square Downtown Plaza Development
Tinley Park, Illinois

Dear Mr. Urbanski:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The purpose of these services is to provide Schematic Design and Design Development to provide construction plans and specifications for the site civil and electrical portions of the Harmony Square Plaza property and street lighting and utility relocation design for the surrounding development area. This proposal includes our Understanding of the Assignment, Scope of Services, Scope Assumptions/Exclusions and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands that the Village of Tinley Park has resumed engineering, permitting and planning on their Downtown Harmony Square Plaza project that was previously put on hold in early 2021. The proposed improvements will be based on the revised concept plans prepared by The Lakota Group in July/August 2023 in addition to proposed residential/mixed-use development plans on adjacent properties to be completed by private development groups.

Project coordination will be led by Cullen Construction Management, with the Village's consultants handling various aspects of the development design. CBBEL's scope will generally consist of site civil, overhead dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination. It is our understanding that Robinson Engineering has completed an updated topographic survey of the entire project limits. It is also understood geotechnical investigation along with the CCDD soil sampling and testing will be completed by others.

The overall limits of the improvements are generally understood to be bound by North Street to the south, 172nd Street to the north, 67th Avenue to the east, and Oak Park Avenue, 173rd Street and 67th Court to the west.

The limits of the improvements related to the Harmony Square Plaza portion of the project are understood to be bound by North Street to the south, 173rd Street to the north, the extension of 67th Court to the east, and Oak Park Avenue to the west. It is understood that the extension of 67th Court from 173rd Street to North Street and the reconstruction of 173rd Street from Oak Park Avenue to 67th Court will be included in CBBEL's civil design of the Plaza site. Our scope will include the streetscape from the back of curb of the north curb line of North Street, from the back of curb of the east curb line of Oak Park Avenue, the back of curb of the east curb line of the 67th Court extension and the north right-of-way line of 173rd Street surrounding the plaza.

The Harmony Square Plaza site civil improvements will be based on the concept plan prepared by The Lakota Group which includes a stage and storage building, support building, event lawn, temporary ice rink using synthetic ice, holiday tree, water feature, gateway pergola, and various temporary and permanent structures. Lakota's plan also includes the redevelopment design of the commercial building at the northeast corner of Oak Park Avenue and North Street.

Project coordination for the Harmony Square Plaza will be led by the Lakota Group, with their subconsultants handling various aspects of the development. Items being handled by Lakota and their consultants include:

- Synthetic Ice rink design and details
- Ice rink railing or dasher board design and details
- Artificial turf design and details
- Fountain/Water feature design and details
- All buildings/structures to within 3' of the building exterior
- Finished floor elevations of all buildings/structures
- Temporary warming tent design and details
- Shade Structure and Event Plaza design and details
- Fireplace design and details
- Gateway and Pergola design and details
- Holiday Tree mounting design and details
- Seating (including seat walls), planters and landscaping design and details
- Sound design and public address system for the stage and entire site including light pole mounted speakers
- Dimming controls for skate rink lights, site lights and catenary lighting
- Catenary lighting layout
- Site irrigation

CBBEL will be responsible for the design of water and sanitary services for the Harmony Square Plaza site that will connect to the proposed water mains and sewers being designed by Robinson Engineering. In addition, CBBEL will design and coordinate street lighting and dry-utility undergrounding for the entire project limits including the Plaza and surrounding streets.

It is understood that Robinson Engineering will be designing roadway, water main and sewer improvements for the project limits outside of the proposed Plaza area on 67th Court (north of 173rd Street), 67th Avenue and 172nd Street. In addition, Robinson will design new water main on 173rd Street and Oak Park Avenue, and new water main, sanitary sewer and storm sewer on the 67th Court extension. It is assumed that CBBEL's street lighting design for 172nd Street,

67th Court and 67th Avenue will be incorporated into Robinson's water main and roadway plans. All other street lighting design will be included in the Harmony Square Plaza plans.

SCOPE OF SERVICES

CBBEL proposes the following scope of services for the projects.

Task 1 – Preliminary Design: CBBEL will create preliminary/30% plans which will incorporate the various site features outlined in the Lakota master plan. It is assumed that upon commencing this task, no major changes will be made to the Lakota site plan. We understand that Lakota will provide a geometrically accurate CAD drawing designed utilizing the Robinson survey which includes all the site and streetscape features. At this point, the amenity size and locations can be discussed and adjusted as necessary. CBBEL will work with the Architect, Land Planner, fountain designer, and synthetic ice rink supplier to further refine the site plan to incorporate all the special needs of the various aspects of the project. CBBEL will set a profile and alignment to 173rd Street and 67th Court and produce cross sections for the proposed roadways. A preliminary construction cost estimate and staging plan will also be provided.

Task 1.1 – Preliminary Utility Evaluation and Site Plan: We will prepare a preliminary utility and site plan using the geometry provided by Lakota and the information provided by the topographic survey, the Village, utility companies, and the subconsultants. Upon authorization to proceed, CBBEL will send a location map to all known private utility companies within the project area requesting their current atlases or plans of their facilities within the project limits.

The preliminary utility plan will include the following:

- Existing utility locations.
- Existing utilities to be abandoned in-place or removed.
- Proposed roadway locations and profile.
- Proposed building services locations.
- Proposed sanitary sewer, storm sewer, and water main locations.
- Proposed Stormwater BMP's.

Task 1.2 – Volume Control: We will calculate the required volume control as mandated by the MWRD. CBBEL will analyze the impact of the required volume control to the proposed site plan. We will look for opportunities within the site plan to incorporate best management practices (BMP's). Implementation of these suitable design features can often times reduce up-front costs, annual maintenance costs and simplify the permitting through the MWRD.

Task 2 – Electrical and Lighting Design and Coordination: It is anticipated that several subconsultants and product suppliers will be assisting in the design of the infrastructure necessary for their product. Given some of the specialized equipment for this project, some portions of the project will be specified as sole sourced products. This task will involve the design and coordination of the various MEP elements necessary to tie the project elements into a cohesive project.

Task 2.1 – Water Feature Power/Water/Sewer Services: The overall design of the water feature will be designed and permitted by others and is not included in this task. CBBEL will provide supplementary design related only to providing power, water and sewer connections to the fountain.

Task 2.2 – Plaza Site and Landscaping Lighting Design: This work relates to only exterior site lighting. We assume all building mounted (interior and exterior) lighting design will be performed by the architect, as well as fountain lighting design will be performed by the fountain vendor. It is anticipated that the exterior site lighting would contain numerous types of lighting including pedestrian scale light poles for walkways, higher level light poles for the skating rink, lighted bollards, tree/landscape lighting, and special features such as seat/bench and monument lighting. The selection of all site light poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. CBBEL will perform photometric calculations for the site and submit to the Village for review. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design including rink light pole foundation design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required for all exterior site lighting elements. CBBEL will design lighting controls for all site lighting fixtures. CBBEL will create site lighting electrical plan drawings as well as detail drawings of all equipment.

Task 2.3 – Street Lighting Design: This work relates to design of street lighting along:

- 172nd St. (Oak Park Ave. to 67th Ave.)
- 173rd St. (Oak Park Ave. to 67th Ct.)
- North St. (Oak Park Ave. to 67th Ave.)
- 67th Ct. (172nd St. to North St.)
- 67th Ave. (172nd St. to North St.)

The selection of all street light poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by CBBEL. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will design lighting controls for the roadway lighting fixtures. CBBEL will create roadway lighting electrical plan drawings as well as detail drawings of all equipment. The design will be in accordance with current Village and IDOT District 1 “General Guidelines for Lighting Design.

Task 2.4 – Vendor Tent Power Electrical Design: This work related to power for portable vendor tents that will be located throughout the site during local events. The fixed tent locations and power requirements for each will be determined by and submitted to the Village by others. After the fixed tent locations have been approved by the Village, CBBEL will design permanent and temporary power infrastructure to the fixed locations. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will provide circuits and loads to the architect for their design of power distribution panels inside the building. CBBEL will create vendor power electrical plan drawings as well as detail drawings of all equipment.

Task 2.5 – Site Sound Design: CBBEL will create a site plan showing pole mounted speakers and power wiring provided by others and provide detail drawings of equipment.

Task 2.6 – Site Security: CBBEL will work with a CCTV vendor to design the CCTV system and show camera locations, and provide space for CCTV controls, data storage and CCTV equipment as required to provide a complete CCTV system for the site. CBBEL will include design for an emergency call box with power supply and communication as required. CBBEL will prepare plans and specifications for inclusion in the overall site design contract documents.

Task 2.7 – Metra Lot Electrical Enclosure: CBBEL will consolidate the existing electrical control panels in the Metra lot for the existing parking lot lighting and Holiday Market. The new electrical panels and utility transformer(s)/pedestals will be located within a walled enclosure, so they are hidden from the public view. The existing Oak Park Ave. lighting controller will be removed and replaced with a new larger enclosure powered from the Metra lot panels.

Task 2.8 - Site Lightning Detection Design: CBBEL will work with a lightning detection vendor to design a lightning detection system and show detector location along with power supply and communication as required.

Task 3 – Dry Utility Design and Coordination: It is our understanding that the Village of Tinley Park wants to remove all existing overhead dry utilities from the utility poles located along North Street from Oak Park Ave. to 67th Ave., 173rd St. from Oak Park Ave. to 67th Ct., 172nd St. from 67th Court to 67th Ave., 67th Ct. from 173rd St. to 172nd St. and 67th Ave. from 172nd St. to North St.. CBBEL has made preliminary contact to coordinate this effort with ComEd., AT&T and Comcast which appear to currently have facilities located on these poles have not been contacted. CBBEL will also need to coordinate the proposed natural gas service to the Harmony Square Plaza/support buildings and the new Teehan's Development. It is assumed that the load calculations required for the natural gas services will be provided by others. This task only includes coordination of the main gas services to the site/building meters and excludes any natural gas distribution piping/appurtenance design to service specific facilities on site (heaters, fireplaces, etc.). It is assumed that gas distribution facilities for the site will be designed by the Architect's mechanical consultant. West Point Development will be responsible for coordinating ComEd electric Service distribution service, Gas service and Communications Services on their development site. All of this work will need to be coordinated further with the utility companies through meetings on-site and off-site so as to provide the utility companies with guidance as to where the proposed infrastructure can be placed with preferential alignments and above grade equipment placement such as transformers, switch boxes, splice pits, structures, pedestals as well as meters and regulators.

Based on the proposed equipment requirements, plans will be prepared by each utility company. CBBEL will prepare plans showing the proposed alignments for the utility main transmission lines, transformer and switch gear pads (locations approved by Village), and design the individual house and business service lines which feed each of the properties that are affected by the conversion of the utilities from overhead to underground or new services required to facilitate the site. It is assumed that the dry utility design will be completed as a single project. If needed, a supplemental proposal can be provided to separate this into two projects to meet the different schedules of the private residential developments and the Harmony Square Plaza.

It is assumed that all the required utility easements are in place and no proposed easements will be required. Any additional easement acquisition documents may be prepared by CBBEL under additional task services and recorded by the Village.

Task 3.1 – Data Collection and Dry Utility Meetings: CBBEL will coordinate joint meetings with the utility companies. These meetings will be a combination of field meetings as well as office meetings with all utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings. CBBEL will also attend a stakeholder meeting with the affected businesses and residents.

Task 3.2 – Construction Plans and Bidding Document Preparation: Based on the design drawings provided by each of the affected utility companies, CBBEL will design “For Construction” plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure to underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the affected properties. This will include the verification of existing electric service sizes, providing new conduits, cabling and metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

Task 3.3 – Summary of Quantities and Cost Estimate: Based on the work described in these tasks, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed by the Village for the utility companies to locate their utilities. **Each utility may have their own costs associated with their project scope, which is not included in this task.**

Task 4 – Design Development: CBBEL will create pre-final and final engineering plans which will incorporate the various site features outlined in the Lakota master plan and comments received from the Village and other consultants on the preliminary plans. This task will consist of the preparation of the final design documents for submittal to the Village for review. It is in this stage that the construction details for all aspects of the project are assembled.

Task 4.1 – Pre-Final Engineering: The plan drawings will include design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include plan notes, typical sections, geometric plan, water service, sanitary sewer service, storm sewers, paving for roadways/parking areas, permeable pavement/underdrain design, grading, erosion control, details and, pavement marking/signing. Our design of underground utilities will be up to three feet from the outside of the building wall for service connections. Site drawings will reflect required planning for grading, drainage, curbs, curb cuts, sidewalks, and gutters.

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 for review. A set of pre-final plans will be submitted to utility companies for verification of facilities.

Task 4.2 – Final Engineering: Upon meeting with the Village staff to review their comments on the pre-final submittal, we will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided. We will provide the plans (signed and sealed by a professional engineer licensed in the state of Illinois), specifications and estimate to the Village and Lakota in electronic format for bidding.

CBBEL will provide final electronic drawings and specifications to Lakota for insertion into the overall project plan set.

Task 5 – Permitting: CBBEL will prepare and submit permit applications for an Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) Permit and a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) Permit. These permits will be prepared exclusively for the Harmony Square Plaza site including the work on 173rd Street and the 67th Court Extension. It is assumed that all other permits required for the roadway, water main, sewer and development construction outside of the Plaza will be obtained by others.

Task 5.1 – IEPA NPDES Permitting: CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. Also, consultations for clearances will be performed with the Illinois Department of Natural Resources and the Illinois Historic Preservation Agency. In addition, CBBEL will prepare the SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 5.2 – Watershed Management Ordinance (WMO) Permit Submittal: It is CBBEL's understanding that the detention requirements for this site are provided for off-site in an existing detention facility designed by Robinson Engineering. Stormwater volume control is required and CBBEL proposes to accommodate this requirement with storage in the stone subgrade of the permeable pavement along 173rd Street and 67th Court, or alternatively under the Event Lawn turf. The MWRD WMP application will include:

- WMO Schedule A
- WMO Schedule B
- WMO Schedule C
- WMO Schedule D
- WMO Schedule K
- WMO Schedule R
- Current survey of property
- WMO Schedule P
- Summary Report
- Signed and sealed engineering plans

CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks and supplied to us as previously noted. It is assumed that no MWRD permit review fee will be required for this project, as it is a municipal project, and is not included in the fee for this task.

Task 6 – Bidding Assistance/RFI Response: It is assumed that all bidding including bid advertisement, bid evaluation, award recommendation, and contract administration will be handled by RC Wegman. CBBEL will provide assistance during bidding to field bidder questions and requests for clarification. Based on these questions and requests, CBBEL will prepare formal responses to be issued as addenda. Addenda will be compiled and issued to bidders by RC Wegman.

Task 7 – Project Coordination, Management and Meetings: This task will include project coordination, administration and management necessary to oversee and direct all CBBEL disciplines and coordinate with the project team throughout the design process.

In addition, CBBEL will provide consultation including attendance at group meetings or conference calls with the subconsultants, municipal staff, and governmental agencies to properly advise the Village of the engineering concerns. CBBEL will produce engineering exhibits/material and attend public meetings to be presented by the Lakota Group as needed. Fifteen meetings are included in this task. Additional meetings will be billed on a time and material basis.

SCOPE ASSUMPTIONS/EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by CBBEL if negotiated under a separate contract for an additional fee, but are presently specifically excluded from this Agreement:

Engineering Services

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats, easements, and legal documents are not included.
- Design of any elements inside of the proposed building is excluded (to be provided by the architect). CBBEL will design facilities to within 3 feet of the building.
- Design of any foundations (other than light pole foundations) are not included (to be provided by the architect).
- Design of the water feature or any water holding tanks is excluded. The drawings will be prepared, stamped, and packaged for submittal to the public health governing body for review and permitting by others.
- Design of the synthetic ice rink or any features associated with the rink (to be provided by Lakota subconsultant).
- Landscaping plans and site elements will be designed and provided by others (Lakota). The site elements include but are not limited to site furnishings (benches, seat walls, trash receptacles, etc.), gateway elements, pergola details, and hardscape details and layout.
- Design of natural gas distribution infrastructure (other than the main services to the Harmony Square Plaza/support buildings and the new Teehan's development) and load calculations required for buildings, site heating, fireplaces, etc. is not included.
- Design of a fiber optic network within the project limits is not included.
- Coordination/design of new utility services for the proposed buildings on Oak Park Avenue is not included.
- Irrigation Plans by others (Lakota).
- Traffic analysis, traffic impact studies, parking plan, capacity analyses, warrant studies, intersection design studies, and construction documents for any traffic control devices are not included.
- All design and construction will be paid for using local funds. No Motor Fuel Tax or Federal funds will be used for engineering or construction.
- Review of as-built information and preparation record drawings is not included in this contract.
- Environmental assessments, and re-testing of any material are not included.
- Geotechnical investigations have been completed for the project; however additional geotechnical borings may be required if any of the structures will include a basement. Additional borings, if required, are not included.
- Additional topographic survey is not included.
- Private utility cost for the relocation of their facilities is not included.
- Trash enclosure design is not included.
- Construction observation and construction Request for Information (RFI) response is not included.

ESTIMATE OF FEE

We estimate the costs of the services to be the following:

Task	Fee
Task 1 – Preliminary Design	
Task 1.1 – Preliminary Utility Evaluation and Site Plan	\$ 18,224
Task 1.2 – Volume Control	\$ 4,080
Task 2 –Electrical and Lighting Design and Coordination	
Task 2.1 – Water Feature Power/Water/Sewer Services	\$ 12,100
Task 2.2 – Plaza Site and Landscaping Lighting Design	\$ 32,700
Task 2.3 – Street Lighting Design	\$ 31,100
Task 2.4 – Vendor Tent Power Electrical Design	\$ 20,600
Task 2.5 – Site Sound Design	\$ 8,800
Task 2.6 – Site Security	\$ 10,300
Task 2.7 – Metra Lot Electrical Enclosure	\$ 14,200
Task 2.8 – Site Lightning Detection Design	\$ 4,800
Task 3 – Dry Utility Design and Coordination	
Task 3.1 – Data Collection and Dry Utility Meetings	\$ 19,320
Task 3.2 – Construction Plans and Bidding Documents	\$ 77,280
Task 3.3 – Summary of Quantities and Cost Estimate	\$ 6,440
Task 4 – Design Development	
Task 4.1 – Pre-Final Engineering	\$ 58,566
Task 4.2 – Final Engineering	\$ 14,126
Task 5 – Permitting	
Task 5.1 – IEPA NPDES Permitting	\$ 4,760
Task 5.2 – Watershed Management Permit (WMP) Submittal	\$ 13,600
Task 6 – Bidding Assistance/RFI Response	\$ 9,216
Task 7 – Project Coordination, Management and Meetings	\$ 39,680
Direct Costs	\$ 4,000
Not-to-Exceed Total	\$ 403,892

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: _____

AJS
N:\PROPOSALS\ADMIN\2023\Tinley Park Harmony Square\Final Design Proposal - July 2023\Tinley Park Harmony Square Design Development.072623.docx

Village of Tinley Park
Effective 5/1/2023 through 4/30/2024

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

EXHIBIT B

Fee Schedule

Attached to 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

10/11/2022

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

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 FAX (A/C, No): (708) 429-3105 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Phoenix Ins Co	
		INSURER B: The Travelers Ind Co	
		INSURER C: Travelers Prop Cas Ins Co Amer	
		INSURER D: Travelers Casualty & Surety	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

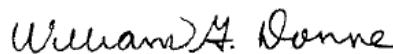
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		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	AUTOMOBILE LIABILITY	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	Y		CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB7J091851	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: Harmony Square Downtown Plaza Development - Additional Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park Village Manager 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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company	NAIC # 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
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	PROFESSIONAL LIABILITY			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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Interoffice Memo

Date: August 2, 2023

To: Village Board of Trustees

From: Anne Mitchell, Management Analyst

Subject: AN ORDINANCE AMENDING TITLE IX CHAPTER 91 SECTION 08 OF THE MUNICIPAL CODE, IMPOUNDMENT AND REDEMPTION FOR STRAY ANIMALS

In 2005 and then later in 2012, the Village amended its code of ordinances to increase the impoundment fees that animal shelters within the community can charge for the redemption of stray animals. Currently it has been over eleven (11) years since the last fee increase. Due to increased costs in providing impoundment services for the community, it is evident that the current fees set in the code are stagnated and need to be adjusted to meet the needs of these shelters.

In addition to this, the Village of Tinley Park is one of the few communities that sets the prices for impoundment fees for animal shelters. The village is an outlier in this practice and it is evident that it is not worth the staff time and energy to update these fees every decade. That is why we are recommending to the Board of Trustees to amend the code to allow animal shelters to be able to set their own impoundment fees. That way animal shelters have the ability to adjust their fees in order to cover their costs of operation in real-time.

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

ORDINANCE
2023-O-041

**AN ORDINANCE AMENDING TITLE IX CHAPTER 91 SECTION 08 OF
THE TINLEY PARK MUNICIPAL CODE – IMPOUNDMENT AND
REDEMPTION FOR STRAY ANIMALS**

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
COLLEN M. SULLIVAN

Board of Trustees

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

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

ORDINANCE NO. 2023-O-041

**AN ORDINANCE AMENDING TITLE IX CHAPTER 91 SECTION 08 OF THE
TINLEY PARK MUNICIPAL CODE, IMPOUNDMENT AND REDEMPTION FOR
STRAY ANIMALS**

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

WHEREAS, the Corporate Authorities deem it to be in the best interests of the public to provide for the apprehension and impoundment of any dog, cat or other animal found running at large in the Village contrary to the provisions of the Village Code; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the public to require that said animals be separated from other impounded animals for a period of six (6) days; and

WHEREAS, the Corporate Authorities have received reports that the amounts charged for the redemption of said animals after their period of impoundment has not been increased since 2012 and does not currently defray the cost of said apprehension and impoundment;

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the said amendment to Title IX Chapter 91 Section 08 of the Municipal Code.

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

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

SECTION 2: That Title IX Chapter 91, Section 8 (91.08) of the Tinley Park Municipal Code entitled "IMPOUNDMENT AND REDEMPTION" of the Tinley Park Municipal Code is hereby amended by deleting the following strikethrough language and adding the following underlined language.

§ 91.08 IMPOUNDMENT AND REDEMPTION.

- (A) It shall be the duty of every conservator of peace within the village and every police officer of the village to apprehend any dog, cat or other animal found running at large contrary to the provisions of this chapter and to impound the dog, cat or other animal in such place as shall be designated for that purpose.
- (B) Any animal or unlicensed dog or cat which has been impounded shall be separated from other impounded licensed dogs and cats for a period of six days. If an animal or unlicensed dog or cat so impounded remains unclaimed for such period, it shall then be disposed of by delivery to a chartered humane society. If any person desires to own, keep, maintain, or harbor an impounded animal or impounded unlicensed dog or cat, the animal or dog or cat may be redeemed by that person only after the payment of an impounding fee set by the animal shelter of \$15 per day and an initial impounding fee of \$35, and satisfaction of all licensing requirements of this chapter.
- (C) Any licensed dog or cat which is impounded shall be separated from all other impounded animals or unlicensed dogs and cats. The Health Officer or his or her designated representative shall within eight hours of such impounding, attempt by telephone or registered mail to notify the owner of the licensed dog or cat that the dog or cat has been impounded. The dog or cat may be redeemed by the owner only upon the payment of an impounding fee set by the animal shelter of \$15 per day and an initial impounding fee of \$35, and the execution of a certificate that the dog or cat so impounded will voluntarily be impounded by the owner should the dog or cat later be suspected of having bitten or injured any person during the period the dog or cat was at large. In the event any such dog or cat remains unredeemed and unwanted for a period of six days, then regardless of the licensing status, the dog or cat shall be disposed of by delivery to a chartered humane society.
- (D) Any owner claiming an animal that has been impounded must show proof of current inoculation for all required inoculations before the animal will be released. In the absence of current inoculation, the owner must make arrangements for immediate provision of any required inoculations.
- (E) Anything in this chapter to the contrary notwithstanding, no dog or cat suspected of having rabies shall be released within less than ten days following its impounding, and any such dog or cat shall be held and dealt with in the manner hereinafter provided.

(Ord. 79-O-006, passed 3-26-79; Am. Ord. 2005-O-004, passed 2-1-05; Am. Ord. 2006-O-041, passed 9-19-06; Am. Ord. 2012-O-006, passed 3-6-12)

SECTION 2: 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 3: That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

PASSED THIS 2nd day of August, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 2nd day of August, 2023.

ATTEST

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-R-041, " AN ORDINANCE AMENDING TITLE IX CHAPTER 91 SECTION 08 OF THE TINLEY PARK MUNICIPAL CODE, IMPOUNDMENT AND REDEMPTION FOR STRAY ANIMALS" which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2nd, 2023.

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

VILLAGE CLERK



Interoffice Memo

Date: August 2, 2023

To: Village Board of Trustees

From: Anne Sortino, Management Analyst

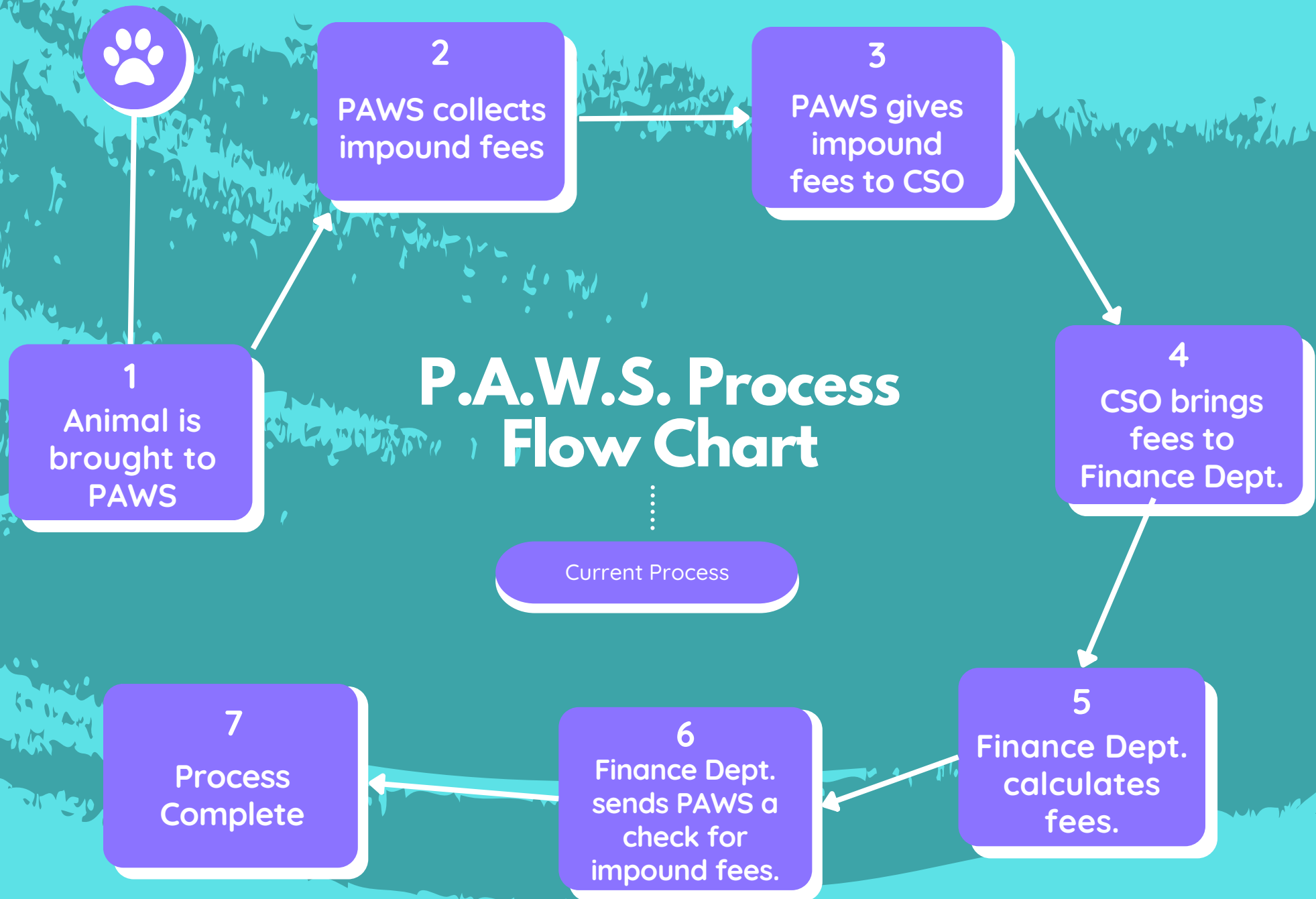
Subject: A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE'S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES

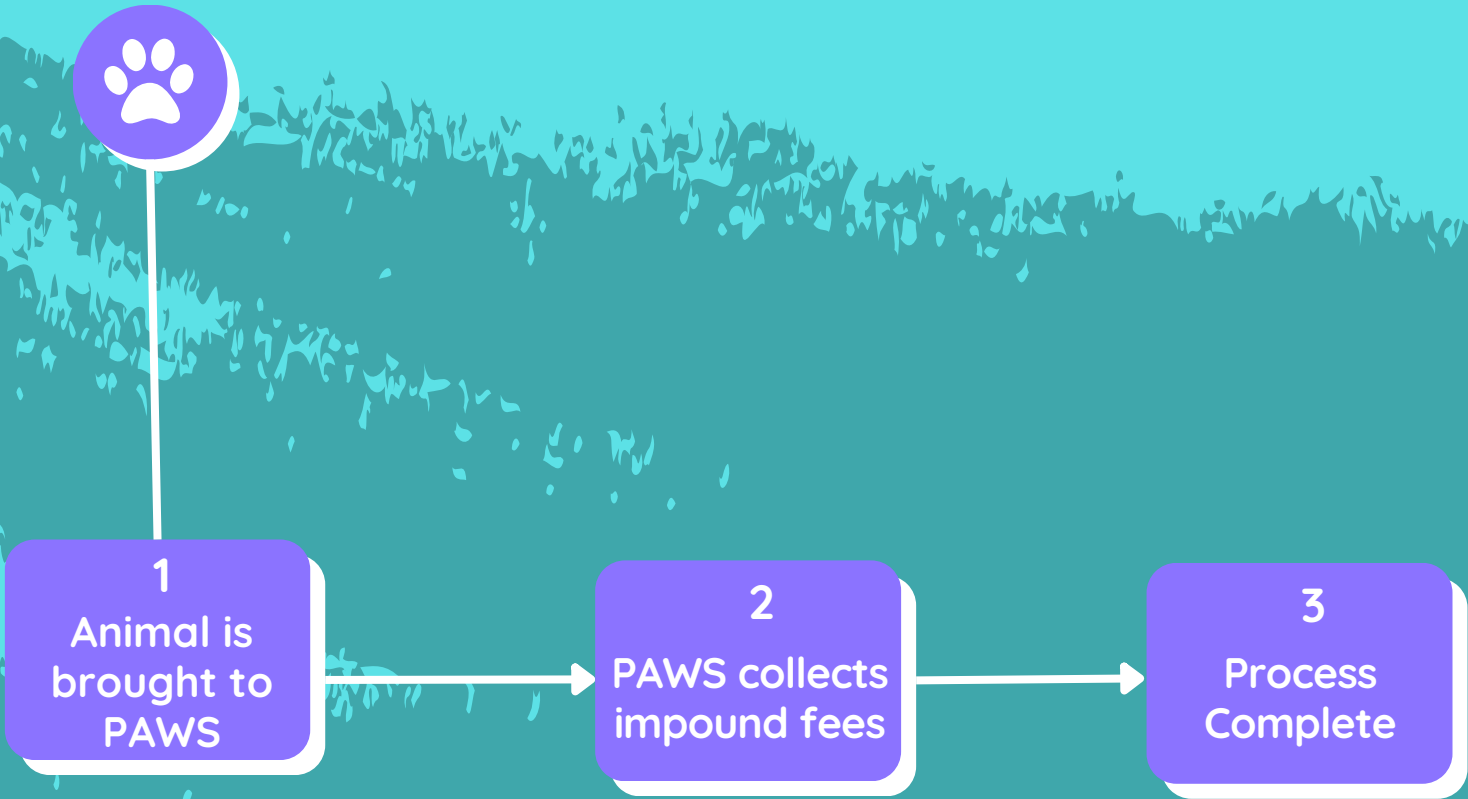
In 2012, the Village adopted an agreement with the People's Welfare Society, commonly known as "P.A.W.S.," to establish the policies and procedures for housing animals at their facility brought by the Village of Tinley Park Police Department. There are several policies and practices in this agreement that have become outdated, and we recommending amending our processes in order to simplify and streamline the process of impoundment of stray animals.

Currently our code states that it is the responsibility of Patrol Officers to bring in stray animals to P.A.W.S. This takes away time and availability these officers could be on other calls. We recommend to shift this responsibility from Patrol Officers to Community Service Officers, who are already trained on P.A.W.S.' policies and practices and have the availability to handle these calls.

We also recommend that the Board amend the fees section of the agreement to allow P.A.W.S. to determine their own impoundment fees and payment methods accepted for their services. Tinley Park is the only community that specifies own fee amounts and payment types in their agreement with P.A.W.S. This exception causes disruption in P.A.W.S.'s process and restricts the organization from keeping up with the costs to run their facility. Also, we are the only community that withholds the fee payments from the organization. The current processes requires the impoundment fee payments to go through the Community Service Officer/ Animal Control Officer, then to the Finance department, to then go back to P.A.W.S. As one can see, P.A.W.S.' impoundment fees go through many unnecessary steps that consume staff time and resources for both organizations. In addition to this, this agreement currently states that P.A.W.S. can only accept cash or check. These payment options are very limiting for the organization and this restriction hinders their operations and is inconvenient to its customers.

Overall the current process is cumbersome and no longer in the best interest of Village and P.A.W.S. personnel. That is why we recommend changing the agreement to allow P.A.W.S. to set their own impoundment fees.





P.A.W.S. Process Flow Chart

Proposed Process

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-082

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND THE PEOPLE’S ANIMAL WELFARE SOCIETY (P.A.W.S)
FOR IMPOUNDMENT POLICIES AND FEES**

**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**

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND THE PEOPLE'S ANIMAL WELFARE SOCIETY (P.A.W.S)
FOR IMPOUNDMENT POLICIES AND FEES**

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 amending an Agreement with the People's Animal Welfare Society (P.A.W.S.), 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 amended 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 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

VILLAGE OF TINLEY PARK AGREEMENT FOR P.A.W.S.

This Agreement is entered into and effective this 6th day of March 2012 ("Effective Date"), by and between by the Village of Tinley Park (hereinafter referred to as "The Village") and the People's Animal Welfare Society (hereinafter referred to as "P.A.W.S.") for impoundment compensation for housing animals at the P.A.W.S. facility brought in by the Village of Tinley Park Police Department.

1. P.A.W.S. agrees to provide shelter, food and other humane treatment in accordance with all applicable requirements of the Village of Tinley Park and the State of Illinois. P.A.W.S. further agrees to act as the receiving agency for impoundment and sheltering purposes with respect to all animals brought to P.A.W.S. by authorized personnel of the Village of Tinley Park.
 - a. The role and responsibility of the Tinley Park Police Department is as follows:
 - i. The Tinley Park Police Department Animal Control Officer (ACO), or in absence of the ACO, a Tinley Park Police Department Community Service Officer (CSO) will deliver reported stray animals to the P.A.W.S. facility.
 - ii. Only those stray animals located within the corporate boundaries of the Village of Tinley Park will be transported to the P.A.W.S. facility.
 - iii. The ACO and CSO will have access to the holding area for the temporary holding of any impounded animals.
 - iv. The ACO and CSO will follow current police department policy dictating the impound procedure.
2. The Village of Tinley Park will continue to make an annual contribution to P.A.W.S. in the amount of \$8000.00 as recommended and approved by the Village Board resulting from the annual budget process. Contributions are subject to annual review, and are subject to change by the Village in its sole discretion.
 - a. The Village's fiscal year currently runs from May 1st through April 30th of the following calendar year. If P.A.W.S wishes to submit a request for the Village to consider an increase in the

Village's annual budget for the next Village budget year, such requests shall be made in writing no later than the end of the calendar year (example: a request submitted for consideration in the Village's fiscal year ending April 30, 2013 must be received no later than December 31, 2011).

- b. Any request to increase the annual contribution shall be substantiated with qualified data to include the number of impounded animals, numbers of animals released to owners, total impound fees collected for the previous budget year, and costs incurred to provide such services.
 - c. Any decision to increase the annual contribution will be subject to the provisions of the annual budget process.
 - d. Any additional funding in excess of the \$8000.00 annual contribution shall be made by the Village in its sole discretion
 - e. The Village's annual fiscal year budget is normally adopted and approved in April of each year. Any items contemplated in the fiscal budget remain in tentative draft form and subject to change until the final approval of the budget. Accordingly, the Village cannot provide final confirmation of the amount of the annual contribution until the budget is formally adopted. If the Village's annual contribution will be greater than the amount established under this agreement (e.g. more than \$8,000.00), regardless of whether such increase was in consideration of a request for an increased contribution submitted by P.A.W.S. in accordance with this agreement, or by the Village's sole discretion, the Village shall provide P.A.W.S. notice of the approved annual contribution as early as practical, but no later than 90 days of adopting the Village's budget. Such notice will only occur if the amount of the annual contribution is different than established in this agreement.
3. P.A.W.S. will collect all impoundment fees pertaining to the dogs and cats brought in by the Village of Tinley Park Police Department. Impoundment fees; will be set and enforced by P.A.W.S.

- a. P.A.W.S. personnel may accept impound fees from, and release impounded animals to the reclaiming owner during operating hours.
 - b. The impound fee shall be collected at the P.A.W.S. facility in payment format(s) of their choosing.
 - c. The Village will retain all fines generated from the issuance of citations for ordinance violations.
 - i. Fines from ordinance violation citations are payable at the Tinley Park Police Department.
4. P.A.W.S. shall keep full and accurate records of all impounded dogs and cats brought in by the Village of Tinley Park Police Department, their length of stay and the amounts to be collected from the reclaiming owner.
 - a. P.A.W.S. will provide the Chief of Police with quarterly reports and an annual report to include all animals impounded by the Tinley Park Police Department, the impound fees collected.
 - b. P.A.W.S. shall make its impounding records available for inspection by any authorized representative of the Village of Tinley Park upon written request submitted to the Secretary of P.A.W.S. at least 48 hours in advance of the requested inspection.
5. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least ninety (90) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.

- 6. This agreement can only be amended by either party giving written notice to the other at least ninety (90) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement. Any amendment to this agreement will be effective only with signed written consent from both parties.
- 7. It is expressly agreed that the Village shall at no time assume any responsibility or liability for any animal while it is in the care or custody of P.A.W.S. P.A.W.S. agrees to fully defend, indemnify and hold harmless the Village, its officers, Board members, employees, agents and representatives from and against any and all costs, liabilities or damages, of whatever form or nature, including without limitation any attorneys' fees or costs, asserted against them or sought to be imposed on them for any animal while it is in the care or custody of P.A.W.S. P.A.W.S. agrees to maintain during the term of this agreement a comprehensive general liability insurance policy acceptable to the Village which names the Village as an additional insured.
- 8. This is the entire agreement of the parties hereto and it supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

VILLAGE OF TINLEY PARK

PEOPLE’S ANIMAL WELFARE SOCIETY
(P.A.W.S.)

Village President

By: _____

Its: _____

Date: _____

Date: _____

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-082, “**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE’S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2nd, 2023.

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

VILLAGE CLERK

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION