

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 19, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

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

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
 VILLAGE BOARD MEETING HELD ON SEPTEMBER 5, 2023.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS
 SPOTLIGHT - SCOTT B ROOFING AND POPUS POPCORN - **President**
 Glutz & Clerk O'Connor

ACTION: Discussion:

1. Scott B. Roofing, 7309 Duvan Drive, offers nearly 40 years of experience in roof installation, repair, replacement, and maintenance as well as roof inspections and certifications. We are pleased to welcome Scott Beutler and Audrey Brodie of Scott B. Roofing.
2. Popus Gourmet Popcorn, 6741 South Street, features over 30 flavors popped to order. We are pleased to welcome Tracy Smith, owner of Popus Gourmet Popcorn.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-108 AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-109 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE POST 3 (7350 175TH ST.) STANDBY GENERATOR INSTALLATION - PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$21,984.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-110 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MIDWEST MECHANICAL FOR THE PUBLIC WORKS GARAGE AIR STATION / COMPRESSOR UNIT EMERGENCY REPLACEMENT IN THE AMOUNT OF \$39,890.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-112 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ONSOLVE LLC FOR EMERGENCY NOTIFICATION CODERED SOFTWARE RENEWAL IN THE AMOUNT OF \$21,561.25.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-117 AUTHORIZING THE EXECUTION OF APPLICABLE BENEFIT AGREEMENTS IN THE AMOUNT NOT TO EXCEED \$21,500 FOR A 12-MONTH TERM FOR THE PURCHASE OF BEHAVIORAL HEALTH SERVICES FOR THE BENEFIT PLAN YEAR JANUARY 2024 THROUGH DECEMBER 2024.
- F. CONSIDER PAYMENT OF IMPACT FEES THROUGH AUGUST 2023 IN THE AMOUNT OF \$11,600 TO KIRBY SCHOOL DISTRICT 140.
- G. CONSIDER REQUEST FROM THE CRISIS CENTER FOR SOUTH SUBURBIA, TO CONDUCT A RAFFLE FROM OCTOBER 1, 2023, THROUGH FEBRUARY 24, 2024, WITH THE MAXIMUM VALUE OF ALL PRIZES NOT TO EXCEED \$9,000. WINNERS WILL BE DRAWN AT THE ODYSSEY, 19110 RIDGELAND AVENUE.
- H. CONSIDER REQUEST FROM AMERICAN LEGION POST 615, 17423 67TH COURT, TO CONDUCT A QUEEN OF HEARTS RAFFLE THROUGH SEPTEMBER 18, 2024, OR UNTIL A WINNER IS DRAWN, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN WEEKLY AT THE AMERICAN LEGION POST.
- I. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,195,484.36 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 8, AND 15, 2023.

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

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-111 AUTHORIZING THE EXECUTION OF APPLICABLE BENEFIT AGREEMENTS FOR A 12-MONTH TERM FOR THE PURCHASE OF MEDICAL, DENTAL, VISION, AND LIFE INSURANCE BENEFITS FOR THE BENEFIT PLAN YEAR JANUARY 2024 THROUGH DECEMBER 2024 - **Trustee Brady**

ACTION: Discussion: This item was discussed at the Committee of the Whole held prior to this meeting. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-051 APPROVING AN AMENDMENT TO A PURCHASE AND SALE AGREEMENT (2022-O-023) BETWEEN THE VILLAGE OF TINLEY PARK AND GSP DEVELOPMENT, LLC - **Trustee Mahoney**

ACTION: Discussion: This Ordinance amends a clause within the original Purchase and Sale agreement for the property located at 7551 191st Street. While the land will be developed for retail use, certain timing has changed as otherwise laid out in the original agreement. The landowner has entered into an agreement with a developer who will complete the retail on the site once certain site work is completed by the owner. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-052 GRANTING A SPECIAL USE TO FAMILY DENTAL CARE LLC AT 7895 159TH STREET - **Trustee Mahoney**

ACTION: Discussion: The Petitioner is seeking Special Use for a “Residence when Located Above a Principal Use” at 7895 159th Street in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on September 7, 2023, and voted 6-0 to recommend approval of the Special Use with the recommended conditions, plans, and Findings of Fact as noted in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-053 GRANTING VARIATIONS FROM THE ZONING ORDINANCE AT 7895 159TH STREET (FAMILY DENTAL CARE) - **Trustee Mahoney**

ACTION: Discussion: The Petitioner is seeking two (2) variations (sign location AND drive-aisle width) to construct a development at 7895 159th Street. The Plan Commission held a Public Hearing on September 7, 2023, and voted 6-0 to recommend approval of the variations with the plans and Findings of Fact as noted in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-113 APPROVING THE PLAT OF EASEMENT AT 7895 159TH STREET (FAMILY DENTAL CARE) - **Trustee Mahoney**

ACTION: Discussion: The Petitioner is seeking a Final Plat of Easement for public cross-access. The Plan Commission voted 6-0 on September 7, 2023, to recommend approval of the Final Plat of Easement dated July 6, 2023. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-114 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HERA PROPERTY REGISTRY TO ADMINISTER THE DEFAULTED MORTGAGE PROPERTY REGISTRATION PROGRAM - **Trustee Mahoney**

ACTION: Discussion: The proposed Resolution will authorize the execution of a contract with Hera Property Registry to administer the defaulted mortgage property registration program. This item was discussed at the Committee of the Whole meeting on September 5, 2023. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-115 AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE OAK PARK AVENUE TRAIN STATION WITH KREMA4, LLC DBA KREMA COFFEE ROASTERS - **Trustee Mahoney**

ACTION: Discussion: The Resolution for consideration allows Crema Coffee Roasters to license the available space at the Oak Park Avenue Train Station for five (5) years. Crema Coffee Roasters plan to provide coffee, teas, lemonades, and breakfast and lunch items. In addition, they will host public and private events throughout the year. 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: CONSIDER ADOPTING RESOLUTION 2023-R-116 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MCGILL CONSTRUCTION LLC FOR THE 2023 MUNICIPAL PARKING LOT IMPROVEMENTS - **Trustee Mueller**

ACTION: Discussion: This work consists of HMA Surface Course Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Sidewalk Removal and Replacement, Pavement Markings, Sealcoating and all Incidental work necessary. The 2023 Improvement locations are the 80th Avenue Metra North Lot - West Half, Metra South Lot – Timber Drive and Post #2 – Pump House. Consider awarding a contract to McGill Construction LLC in the amount of \$597,744.52 plus contingency. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #14

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #15

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #16

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 5, 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 September 5, 2023. President Glotz called this meeting to order at 6:53 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
Absent:	Colleen M. Sullivan
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brennan, seconded by Trustee Shaw 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 Brennan, seconded by Trustee Mahoney to approve and place on file the minutes of the regular Village Board Meeting held on August 15, 2023. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time Kristine Resler, Board President, Bremen High School District 288 presented an update on the school district.

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

- MVP Fire Protection Systems, 8201 West 183rd Street
- AnJel's Boutique 16205 Harlem Avenue
- The Tinley Park Food Pantry, 6875 173rd Place

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to consider the following **BOARD COMMISSION LIAISON APPOINTMENTS FOR FISCAL YEAR 2024:**

Plan Commission:

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- Kehla West

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

Motion was made by Trustee Brennan, seconded by Trustee Shaw to appoint **LISA BECK TO THE POSITION OF BUILDING PERMIT COORDINATOR**. Lisa joined the Community Development Department eight (8) years ago and has provided an excellent level of support to residents, developers, and businesses. She not only understands the goals of the construction permit issuance but also the related code and the permit and construction processes associated with the issuance of the certificate of occupancy. Lisa handles all aspects of projects from residential, commercial, elevators, code enforcement, and business license often taking the lead on issues. Her professionalism, ability to multi-task, and initiative focused on continually enhancing the building permit process make her a great candidate for this promotional opportunity.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to appoint **EILEEN RODGER TO THE POSITION OF PUBLIC WORKS OFFICE COORDINATOR**. Eileen joined the Public Works Department eight (8) years ago. She is knowledgeable and can assist with nearly any issue. Eileen focuses on collaboration with interdepartmental responsibilities. She handles responsibilities with the right sense of urgency and ensures that any follow-up is completed. She takes the initiative to handle the day-to-day needs and expeditiously comes up with solutions to issues. Her strong work ethic, dedication to teamwork, and ability to lead by example make her a great candidate for this promotional opportunity.

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 Brennan to consider approving the following Consent Agenda items:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-098 APPROVING A PURCHASE (QUOTE #2254343) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THREE (3) MOTOROLA SOLUTIONS ALL BAND CONSOLETTES RADIOS FOR THE TINLEY PARK POLICE DEPARTMENT IN THE AMOUNT OF \$43,784.28.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-099 APPROVING A PURCHASE (QUOTE #2294942) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR SIX (6) MOTOROLA SOLUTIONS APX-XE PORTABLE RADIOS FOR THE TINLEY PARK FIRE DEPARTMENT IN THE AMOUNT OF \$74,203.86.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-106 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING (YEAR 2 OF 3) IN THE AMOUNT OF \$18,360.

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- D. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE FROM TUESDAY, NOVEMBER 21, 2023, THROUGH SATURDAY, MARCH 23, 2024, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MARCH 23, 2024.
- E. CONSIDER A REQUEST FROM ONE HEART EMBRACE SPECIAL NEEDS, TO CONDUCT A RAFFLE ON SEPTEMBER 17, 2023, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED \$300. WINNERS WILL BE DRAWN AT SIP WINE BAR & RESTAURANT, 17424 OAK PARK AVENUE.
- F. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,315,690.54 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 18 AND 25, 2023, AND SEPTEMBER 1, 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 Mahoney to adopt and place on file **RESOLUTION 2023-R-100 APPROVING LEASE AGREEMENT WITH TEEHAN H.S., LLC, 17329 OAK PARK AVENUE**. Staff recommends approval of the Teehan property lease to Teehans H.S. LLC. The lease will be for six (6) months commencing on October 1, 2023, and ending on April 1, 2024.

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 **ORDINANCE 2023-O-046 APPROVING A CLASS A LIQUOR LICENSE FOR TEEHAN H.S., LLC, 17329 OAK PARK AVENUE**. The petitioner, Teehan's H.S., LLC has approached the Mayor's Office seeking a Class A Liquor License associated with the historic establishment located at 17329 Oak Park Avenue.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller to adopt and place on file **ORDINANCE 2023-O-047 GRANTING A SPECIAL USE PERMIT FOR A TOBACCO STORE TO DRIP DROP SMOKES AT 17133 HARLEM AVENUE**. The Petitioner requests a Special Use Permit to operate a Tobacco Store at 17133 Harlem in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report.

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

Motion was made by Trustee Mahoney, seconded by Trustee Shaw to adopt and place on file **RESOLUTION 2023-R-101 APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF**

TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC.

This item was discussed at the Economic and Commercial Commission on August 14, 2023, and recommended for approval, and prior to this meeting at the Committee of the Whole

A citizen inquired about Brixmor.

President Glotz asked if there were any comments from members of the Board. 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 Mahoney, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2023-O-048 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT (PUD) FOR PHASE 2 REDEVELOPMENT OF 16039-16199 HARLEM AVENUE (BRIXMOR PROPERTY GROUP)**. The Petitioner seeks the Special Use to redevelop Phase 2 of the property with a similar design as Phase 1. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Use in accordance with the listed plans, the recommended conditions, exceptions, 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 Mahoney, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2023-O-049 GRANTING SPECIAL USES TO GAS N WASH AT 18301 LA GRANGE ROAD**. The Petitioner is seeking Special Use for an automobile service station and an automobile car wash when attached to a service station at 18301 La Grange Road in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Uses with the recommended conditions, plans, and Findings of Fact as noted in the Staff Report.

A citizen asked if there would be truck washing. President Glotz replied it was for cars. He also asked if a traffic study was done and what the recommended conditions were. Dan Ritter, Community Development Director, replied the traffic study was done and the conditions are part of Plan Commission packets which he can provide.

President Glotz asked if there were any comments from members of the Board. 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 Mahoney, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2023-O-050 GRANTING VARIATIONS FROM THE ZONING ORDINANCE TO GAS N WASH AT 18301 LA GRANGE ROAD**. The Petitioner is seeking fourteen (14) variations (signage, parking, trash enclosure, Urban Design Overlay) to construct a development at 18301 La Grange Road in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the variations with the plans and Findings of Fact as noted in the Staff Report.

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

Motion was made by Trustee Mahoney, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2023-R-102 APPROVING THE WHITE EAGLE DRIVE FINAL PLAT OF SUBDIVISION AT 18301 LA GRANGE ROAD (GAS N WASH).** The Petitioner is seeking a final plat of subdivision to create two (2) lots and applicable easements. The Plan Commission voted 5-0 on August 17, 2023, to recommend approval of the Final Plat of Subdivision dated May 5, 2023, with the recommended condition noted 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 Mahoney, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-103 SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR THE GAS N WASH DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD.** This Resolution provides support for the Cook County Class 7b incentive which reduces the tax assessment ratio for the property at 18301 La Grange Road to be developed as a Gas N Wash. This item was discussed at the Economic and Commercial Commission on June 12, 2023, and prior to this meeting at the Committee of the Whole.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-104 APPROVING THE NOT TO EXCEED EXPENDITURE OF \$210,000 TOTAL FOR THE PURCHASE OF FIVE (5) VEHICLES FOR THE CRIME SUPPRESSION UNIT.** The Crime Suppression Unit seeks five (5) vehicles that can be used covertly to maximize surveillance and undercover operations.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-105 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CROWNE INDUSTRIES, LTD. FOR A 3,000 GALLON ABOVE GROUND JETA HELIPORT SELF-FUELING SYSTEM.** Consider awarding a contract to Crowne Industries Ltd. in the amount of \$279,690 and a down payment in the amount of \$95,578.50. 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.

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Motion was made by Trustee Mueller, seconded by Trustee Shaw to adopt and place on file **RESOLUTION 2023-R-107 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASE 1 & 2**. Consider awarding a contract to P.T. Ferro Construction Company in the amount of \$1,114,626.25. This item was discussed at the Committee of the Whole meeting held previous to this meeting.

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

Fire Chief Klotz stated a Patriots Day service will be held at Station 46 at 7:30 a.m.

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

A citizen spoke about the love of family and positivity.

Motion was made by Trustee Shaw, seconded by Trustee Mueller, at 7:58 p.m. to adjourn to Executive Session to discuss the following:

- A. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

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

Motion was made by Trustee Brady, seconded by Trustee Brenna to adjourn the Village Board meeting at 8:08 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

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

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

RESOLUTION
NO. 2023-R-108

A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN
EXECUTIVE SESSION MINUTES

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

**VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois**

RESOLUTION NO. 2023-R-108

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN
EXECUTIVE SESSION MINUTES**

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

WHEREAS, pursuant to 5 ILCS 120/2.06(d) of the Illinois Open Meetings Act, the President and Board of Trustees of the Village of Tinley Park have periodically met and reviewed the minutes of all meetings of the President and Board of Trustees that had been closed to the public; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park find and hereby declare that the need for confidentiality still exists, except for the minutes or portions thereof expressly identified:

August 17, 2021
October 20, 2020
July 7, 2020
December 8, 2015
October 14, 2014
April 15, 2014
October 8, 2013
September 17, 2013

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have determined that the minutes of the closed session meetings for the dates provided above no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: The President and Board of Trustees find and hereby declare that the closed session minutes or portions thereof expressly identified above no longer require confidential treatment and are henceforth available for public inspection.

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

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 19th day of September, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of September, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

SS.

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, County of Cook and Will Counties and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-108, “A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on this 19th day of September, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK



Interoffice Memo

Date: September 14, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post 3 (7350 175th St.) Standby Generator Installation Professional Engineering Services

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

Description: The Village is seeking professional engineering services for installing a standby generator at Post 3 lift station. Scope of services include, but not limited to, topographic survey, utility coordination, engineering design, preparation of plans and specifications, permitting and assistance with bidding.

Background: Post 3 stormwater lift station does not have a secondary power source currently. If ComEd power fails, Public Works would need to set up bypass pumping which would take a few hours to complete. The station could overflow onto the streets or cause sewer back-ups upstream of the station. Installing a standby generator would eliminate the need for bypass pumping during a power failure as the generator would run the station until ComEd power is restored. The project also includes installing an automatic transfer switch (ATS), which signals the generator to run when power is lost within seconds. The potential for inundating the sewer system, flooding streets, or backing up into residents' homes drops significantly with an onsite standby generator rather than bypass pumping.

Engineering Firm:
Christopher Burke Eng.

Location:
Rosemont, IL

Proposal:
\$21,984

Budget/ Finance: Funding in the amount of \$21,984 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a Professional Services Agreement with Christopher B. Burke Engineering, LTD. in the amount of \$21,984.

Attachments:

1. Proposal for Post 3 Standby Generator Installation Professional Engineering Services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-109

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR THE POST 3 (7350 175TH ST.) STANDBY GENERATOR INSTALLATION -
PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$21,984**

**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-109**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE POST 3 (7350 175TH ST.) STANDBY GENERATOR INSTALLATION - PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$21,984**

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

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

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

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

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

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

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

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

ADOPTED this 19th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AN AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR POST 3 STANDBY GENERATOR INSTALLATION PROFESSIONAL ENGINEERING SERVICES

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-109, “**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE POST 3 (7350 175TH ST.) STANDBY GENERATOR INSTALLATION - PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$21,984,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK

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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 6, 2023

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

Attention: Mr. Joe Fitzpatrick
Water Superintendent

Subject: Proposal for Professional Engineering Services
Post 3 Lift Station Standby Generator Installation
Village of Tinley Park

Dear Mr. Fitzpatrick:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to design engineering for improvements to the Post 3 Lift Station located at 7349 175th Street. Below is our Understanding of the Assignment, Schedule, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village desires preparation of design drawings and specifications for public bid for the Post 3 Lift Station Standby Generator Installation.

A 250A, 480V, 3Ø pump control panel was installed in 2020 in existing control building by AMS Industries, Inc. The existing sanitary lift station consists of three (3) 40 Hp pumps and two (2) 7.5 Hp pumps. Improvements at Post 3 Lift Station shall consist of providing all materials, equipment, and services necessary for the construction, installation and testing of a diesel engine standby generator in a sound attenuated enclosure with 24-hour dual wall subbase fuel tank mounted on concrete foundation, automatic transfer switch located in existing control building, SCADA integration and ancillary electrical cable and conduit. Site restoration and landscape improvements will be completed by the Village of Tinley Park.

The scope of this proposal includes topographic survey, utility coordination, engineering design, preparation of plans, specifications and cost estimate, and assistance with bidding.

Drawings will be prepared using topographic survey, aerials, Village GIS information and existing design drawings. The specifications will be prepared using Village preferred format and will include scope of work, bid requirements, special provisions, proposal forms and sample contract documents.

This proposal assumes that no easements will be required to construct the project.

This proposal assumes that no public involvement will be required during the design of this project, therefore preparation and participation efforts for public involvement have been excluded.

SCHEDULE

Based on our understanding that the Notice to Proceed will be issued in September 2023, engineering design will be completed in December 2023 with the intent that the project can be bid in December 2023 for construction completed in Fall 2024, mainly due to lead times.

SCOPE OF SERVICES

DESIGN ENGINEERING

Task 1 – Data Collection and Review: CBBEL will review existing lift station in the presence of Village staff to determine existing site conditions. CBBEL will review existing submittals, wiring drawings and any additional information provided by the Village to prepare design drawings and specifications for public bid.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of existing project site. The topographic survey will include design level JULIE utility search. The survey will include, but not be limited to the following:

- Conduct the necessary research at the Village of Tinley Park, Cook County Recorder's Office, and with private and public utilities.
- Establish and/or verify control monumentation on the project site.
- Field GPS Campaign to establish Illinois State Plane Coordinates based on NAD83 (1997).
- Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks, and assigning a vertical datum on the horizontal control points.
- Field Control Survey to locate existing monumentation, right-of-way and boundary evidence.
- Field Topographic Survey to locate and measure buildings, bridges, pavement, curbs, utilities, trees, parking, fences, walks, curb cuts and other pertinent site features as requested.
- Field Survey to determine utility structure rim and invert elevation, pipe sizes and material.
- Office Calculations and plotting of field data with one-foot contour intervals.
- Office Computations of existing right-of-way based on data collected in the field, existing plans, and research.
- Drafting of an existing conditions survey suitable for design at a scale of 1"=10'.

CBBEL will coordinate with existing utilities by sending a location map of the project site to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions survey. CBBEL will then send preliminary drawings with potential utility conflicts identified and service needs and will set up meetings to discuss necessary utility relocations or drawing modifications.

Task 3 – Preparation of Plans, Specifications, and Cost Estimate: CBBEL will prepare design drawings, specifications and cost estimate for public bid as described in the Understanding of the Assignment. The design drawings will include existing conditions and removal plan, and electrical plan. The detail drawings will include electrical details, generator details and

structural details. Detailed specifications, scope of work, and bid forms will be prepared based on Village preferred format. The design drawings and specifications will be submitted to the Village for review and approval.

CBBEL will respond to all design review comments by the Village with a written disposition to comments, revised design drawings and specifications.

Task 4 - Assistance with Bidding: CBBEL will assist the Village with the bidding process by advertising the project for bid, attending a pre-bid meeting, responding to bidder's questions, and issuing addenda as required to respond to bidder's questions. CBBEL will attend the bid opening, review and tabulate bids received, and make recommendation to the Village for award of the project.

ESTIMATE OF FEE

TASK NO.	TASK DESCRIPTION	FEE
1	Data Collection and Review	\$2,304
2	Topographic Survey	\$5,856
3	Preparation of Plans, Specifications and Cost Estimate	\$11,520
4	Assistance with Bidding	\$2,304
Total		\$21,984

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file. We will not exceed the fee without written permission of the client.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

DRK/pjb

Encl.: Village of Tinley Park Standard Charges

THIS PROPOSAL AND STANDARD CHARGES ACCEPTED FOR
VILLAGE OF TINLEY PARK:

BY: _____

TITLE: _____

DATE: _____

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
REVISED, SEPTEMBER 2018

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 19th day of September, 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.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

Insert Consultant Details

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

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

VILLAGE OF TINLEY PARK**("Consultant")**

By: _____

Village Manager

By: _____

Title: President

DATE: _____

DATE: 9/12/2023

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.

Christopher B. Burke Engineering, Ltd.



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.

Christopher B. Burke Engineering, Ltd.



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.

Christopher B. Burke Engineering, Ltd.



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.

Christopher B. Burke Engineering, Ltd.



Name of Consultant (please print)

Submitted by (signature)

President

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services, Post 3 Lift Station Standby Generator Installation Project. Dated, September 6, 2023.

EXHIBIT B

Fee Schedule

EXHIBIT C

Required Insurance

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

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

EXHIBIT D

Insurance Certificates

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 37

DATE (MM/DD/YYYY)
09/14/2023

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 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.

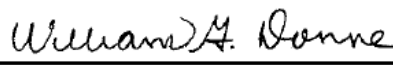
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" 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	Y	BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	UB-7J091851-22-47-G	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Engineering services – Post 3 Lift Station Standby Generator Installation- Additional Insured: Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, when required in any written agreement. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, when required in any written agreement. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

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

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

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 300 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: W30133741

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	06/01/2023	06/01/2024	EACH CLAIM \$2,000,000 AGGREGATE \$4,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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COMMERCIAL GENERAL LIABILITY
Christopher B. Burke Engineering, Ltd.
Policy: 6803H482979

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-7J091851-18-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



Interoffice Memo

Date: September 13, 2023

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Public Works Garage Air Station / Compressor Unit Replacement
Approve Emergency Service Contract with Midwest Mechanical

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

Description: We are requesting Emergency Authorization to replace the existing Compressor Unit at the Public Works Garage. This unit is also tied in with the Building's Fire Protection Dry System.

Background: The existing Compressor is almost 20 years old and has been failing frequently in the past few months. It is not financially responsible to have some of the repairs completed due to the age of the existing unit versus the price of a replacement unit. The reason for the emergency replacement request is due to immediate concern of failure and causing an issue with the fire system activation.

Budget/Finance: Funding was not budgeted for FY2024 Capital Projects. We will be deferring the Public Works Roof Top Unit using Capital HVAC (30-00-000-75004) and Contractual Services (01-26-025-72790) to assist with the cost.

<u>Contractor</u>	<u>Location</u>	<u>Proposal</u>
Midwest Mechanical	Lombard, IL	\$39,890.00
Advance Mechanical Systems	Chicago, IL	\$45,985.00
Robe, Inc.	Naperville, IL	\$56,222.47

Budget Available HVAC (30-00-000-75004) Deferred Rooftop	\$37,498.61
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Budget Available Contractual Services (01-26-025-72790)	<u>\$2,391.39</u>
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Contract Amount	\$39,890.00
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Staff Direction Request:

1. Approve the Public Works Garage Air Station / Compressor Unit Replacement Emergency Service Contract with Midwest Mechanical in the amount of \$39,890.00.
2. Direct staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-110

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND MIDWEST MECHANICAL FOR THE PUBLIC WORKS GARAGE AIR
STATION / COMPRESSOR UNIT REPLACEMENT IN THE AMOUNT OF \$39,890**

**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. 2022-R-110**A RESOLUTION APPROVING A CONTRACT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MIDWEST MECHANICAL FOR THE PUBLIC WORKS GARAGE AIR STATION / COMPRESSOR UNIT REPLACEMENT IN THE AMOUNT OF \$39,890**

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

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said 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 "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

ADOPTED this 19th day of September 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH MIDWEST MECHANICAL FOR THE PUBLIC WORKS GARAGE AIR STATION / COMPRESSOR UNIT REPLACEMENT

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-110, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MIDWEST MECHANICAL FOR THE PUBLIC WORKS GARAGE AIR STATION / COMPRESSOR UNIT REPLACEMENT IN THE AMOUNT OF \$39,890**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September 2023.

VILLAGE CLERK



September 11, 2023

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

Re: Public Work Garage Air Station Replacement

Dear Mr. Urbanski:

Midwest Mechanical is submitting this proposal for your consideration and approval. We will supply labor and material to complete the following tasks.

- Disconnect & remove existing air compressor and air dryer.
- Relocate existing air drier and pipe into remaining air compressor.
- Furnish & install one (1) new Champion 15HP 460V 3 PH Screw Style Air Station on a 120 Gallon tank with a new Refrigerated Dryer, 3-Way Bypass Valve. Unit is Rated for 190 PSI.
- Yearly PM Maintenance kit included. This kit will need to be purchased annually to void the 10 Year premium warranty.
- Reconnect inlet and outlet piping.
- Customer to supply fork truck for removal and reinstallation of air compressors.
- Electrical disconnect and reconnect by others.
- All Voltages need to be confirmed before the equipment is ordered.
- Start & check operation.

The cost for this scope of work will be: \$39,890.00

Lead time on equipment is 4-5 weeks.

Warranty includes one (1) year on coil and one (1) year on labor.

All labor has been figured on a straight time basis during normal working hours, 7:00 a.m. to 3:30 p.m.



If this proposal is acceptable, please sign where indicated and return it to me along with a Purchase Order Number. Job will be invoiced at 100% when completed.

Prices quoted herein are good for 30 days of this proposal.

Offered by Midwest Mechanical Group Inc.: **Approved for Customer:**

Signature (Authorized Representative)

Approved for Midwest Mechanical Group Inc:

Signature: *Bart Deval*

Name (Printed): _____

Name / Title: Bart Deval / PSE

Title: _____

Date: 0911-23

Date: _____

Terms and Conditions

1. Unless stated differently on Page One of this agreement, Midwest Mechanical Group warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Midwest Mechanical Group will extend to Customer the benefits of any equipment or materials repaired or replaced under a manufacturer's warranty will be at customer's expense and at the rates then in effect.
2. Customer shall permit Midwest Mechanical Group free and timely access to areas and equipment and allow Midwest Mechanical Group to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Midwest Mechanical Group's normal working hours.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Midwest Mechanical Group may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and material basis at Midwest Mechanical Group's rates then in effect) over the sum stated in this Agreement.
6. In the event Midwest Mechanical Group must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Midwest Mechanical Group all court costs and attorneys' fees incurred by Midwest Mechanical Group.



7. Any legal action relating to this Agreement, or the breach thereof, shall be commenced with one (1) year from the date of the work.
8. Midwest Mechanical Group shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Midwest Mechanical Group's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Midwest Mechanical Group, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Midwest Mechanical Group's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Midwest Mechanical Group expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility.
12. Midwest Mechanical Group's obligation under this proposal and any subsequent Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered Midwest Mechanical group's sole obligation will be to notify the Customer of the existence of such products and materials. Midwest Mechanical Group shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
13. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Midwest Mechanical Group be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims or customer's tenants or clients, or any special, indirect or consequential damages.



advance
MECHANICAL SYSTEMS, INC
established 1912

425 EAST ALGONQUIN ROAD • ARLINGTON HEIGHTS, ILLINOIS 60005

TEL: 847/593-2510 FAX 847/593-2536

EMERGENCY SERVICE 24/7: 847/472-4953

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HEATING • AIR CONDITIONING • PLUMBING • PIPING • VENTILATION • SERVICE • ENGINEERS • CONTRACTORS

September 12, 2023

John Urbanski
Village of Tinley Park
16250 S Oak Park
Chicago IL

RE: Garage Air Station Replacement

Dear John

Advance Mechanical Systems, Inc. appreciates the opportunity to submit the following proposal for your consideration and approval. We propose to provide labor and material to install a 3 ton ductless split system.

Scope of work:

- Removal of existing air compressor.
- Provide and install new Champion Air Compressor 15HP, with 120 gallon tank and 3 way bypass valve.
- Provide and install necessary piping to accommodate new air compressor.
- Start up and check operation.
- Customer to assist in moving air compressor.

Price: \$45,985.00

Warranty is expressed with the attached terms and conditions.

These prices are firm for thirty- (30) days from the date of this letter and are based upon the work being performed during normal working hours, Monday through Friday 7:00 AM to 3:30 PM, excluding holidays. Overtime labor is not included.

If acceptable, please sign and fax back to the number listed below, or email.

Sincerely,
Advance Mechanical Systems, Inc.

Ed Flanagan
Service Sales Representative
Email: eflanagan@advmech.com

Customer Signature
Return Fax #847-593-2360



SERVICE REPAIR TERMS AND CONDITIONS

OFFER AND ACCEPTANCE: Advance Mechanical Systems, Inc. offers to sell the material, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal or a purchase order or execution of this offer shall be deemed as acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between the BUYER and ADVANCE MECHANICAL SYSTEMS, INC. Any additional or differing terms and conditions contained on the Buyers purchase Order (whether or not such materially alter this offer) are hereby rejected by ADVANCE MECHANICAL SYSTEMS and shall not become part of the contract between the buyer and ADVANCE MECHANICAL SYSTEMS, INC unless expressly consented to in writing by ADVANCE MECHANICAL SYSTEMS, INC.

TERMS: Terms of payment for goods shipped and or services rendered shall be NET thirty- (30) days of INVOICE. ADVANCE MECHANICAL SYSTEMS, INC. reserves the right to any account outstanding more than thirty- (30) days a charge of one and one-half percent of the principal amount due at the end of each thirty- (30) day period.

INVOICING: ADVANCE MECHANICAL SYSTEMS, INC. reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

PERFORMANCE: Advance Mechanical Systems, Inc. shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the ADVANCE MECHANICAL SYSTEMS, INC. credit department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, acts of God, or any other circumstances beyond the control of ADVANCE MECHANICAL SYSTEMS, INC. whether of the class or cause enumerated above or not, which shall prevent ADVANCE MECHANICAL SYSTEMS, INC. from making deliveries or performing services in the usual course of business. In the event of the disapproval of the ADVANCE MECHANICAL SYSTEMS, INC. credit department or the occurrence of any of the above, ADVANCE MECHANICAL SYSTEMS, INC. may, at its sole option, cancel Buyer's purchase order without and liability on the part of ADVANCE MECHANICAL SYSTEMS, INC. Alternatively, ADVANCE MECHANICAL SYSTEMS, INC. may extend the time for its performance by a period equal to the duration of the cause underlying ADVANCE MECHANICAL SYSTEMS, INC. failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

TAXES: Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The customer shall provide ADVANCE MECHANICAL SYSTEMS, INC. with a Tax Exemption Certificate acceptable to the taxing authorities if the customer is tax exempt.

WARRANTY: ADVANCE MECHANICAL SYSTEMS, INC. warrants labor provided for 90 days and ONE year on material provided by ADVANCE MECHANICAL SYSTEMS, INC. from date of completion of such work. ADVANCE MECHANICAL SYSTEMS, INC. will repair or replace such products or components as ADVANCE MECHANICAL SYSTEMS, INC. finds defective. ADVANCE MECHANICAL SYSTEMS, INC. has the option to replace or repair said item and or labor provided that such items did not become defective or damaged by abuse of any form from other parties. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. THE WARRANTY AND LIABILITY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES. EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FOR THE BUYERS SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

LIMITATION OF LIABILITY: All claims, causes of action or legal proceeding against ADVANCE MECHANICAL SYSTEMS, INC. arising from ADVANCE MECHANICAL SYSTEMS, INC. performance under this contract must be commenced by Buyer during the contracted period. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Buyer. IN NO EVENT SHALL ADVANCE MECHANICAL SYSTEMS, INC. LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY ADVANCE MECHANICAL SYSTEMS, INC. FROM THE BUYER UNDER THE INSTANT CONTRACT NOR SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT WARRANTY, TORT OR STRICT LIABILITY. ADVANCE MECHANICAL SYSTEMS, INC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES AS WELL.

DELIVERY: Shipping dates and fees are approximate only. No shipping date requested or specified by Buyer will be binding on ADVANCE MECHANICAL SYSTEMS, INC. unless such request or specification is specifically agreed to in writing by an officer of ADVANCE MECHANICAL SYSTEMS, INC.

CANCELLATION: ADVANCE MECHANICAL SYSTEMS, INC. reserves the right to collect cancellation charges including but not limited to all cost and expenses incurred, plus reasonable overhead and profit against and cancelled order.

COST TO ADVANCE MECHANICAL SYSTEMS, INC.: In the event it becomes necessary for ADVANCE MECHANICAL SYSTEMS, INC. to incur any cost or expenses in the collection of monies due to ADVANCE MECHANICAL SYSTEMS, INC. from Buyer, or to enforce any of its right or privileges hereunder, Buyer upon demand, shall reimburse ADVANCE MECHANICAL SYSTEMS, INC. for all such cost and expenses (including, but not limited to, reasonable attorney's fees)

ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of ADVANCE MECHANICAL SYSTEMS, INC. offer to sell, constitute the entire agreement between ADVANCE MECHANICAL SYSTEM, INC. and the Buyer. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations becomes part of this contract unless expressly agreed to in writing by an authorized representative of ADVANCE MECHANICAL SYSTEMS, INC.

ADVANCE MECHANICAL SYSTEMS SHALL NOT BE REQUIRED TO IDENTIFY, DETECT, ENCAPSULATE OR REMOVE ASBESTOS, OR PRODUCTS OR MATERIAL CONTAINING ASBESTOS OR SIMILAR HAZARDOUS SUBSTANCES.

Service Repair 2008

Scope of Work Letter

Project Location: Village of Tinley Park

Project Title: Tinley Park- Garage Air Station Replacement

Project Number: DPW-2023-03

Scope of work included in proposal

Provide all labor materials and equipment to complete the following:

Disconnect & remove existing air compressor and air dryer.

Relocate existing air drier and pipe into remaining air compressor.

Furnish & install one (1) new Champion 15HP 460V 3 PH Screw Style Air Station on a 120 Gallon tank with a new Refrigerated Dryer, 3-Way Bypass Valve. Unit is Rated for 190 PSI.

Yearly PM Maintenance kit included. This kit will need to be purchased annually to void the 10 Year premium warranty.

Reconnect inlet and outlet piping.

Customer to supply fork truck for removal and reinstallation of air compressors.

All Voltages need to be confirmed before the equipment is ordered.

Demo equipment

Provide a new disconnect for compressor and dryer

Rework existing feeds to be used for new installation

Make final electrical connections

Test and terminate

Start & check operation.

Clarifications: Work being performed during Normal working Hours.

Exclusions: Permits and associated costs, other than normal working hours

Job Order Contract

Price Proposal Summary - CSI

Date:	July 15, 2023
Contract Number:	19013
Job Order Number:	DPW-2023-003
Job Order Title:	Tinley Park- Garage Air Station Replacement
Contractor:	City of Naperville - Robe, Inc.
Proposal Value:	\$56,222.47
Proposal Name:	Tinley Park- Garage Air Station Replacement
01 - General Requirements:	\$4,622.81
22 - Plumbing:	\$48,031.69
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$723.40
26 - Electrical:	\$2,844.57
Proposal Total	\$56,222.47

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Village of Tinley Park

SERVICE CONTRACT

Public Works Garage Air Station / Compressor Unit Replacement

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **Midwest Mechanical** (the "Contractor"), for the Project or Work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Thirty Nine Thousand Eight Hundred Ninety Dollars and 00 Cents. (\$39,890.00)**. Within thirty (30) calendar days of completion of the Work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the Work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the Work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all Subcontractors and material suppliers utilized on the project and (ii) Final Waivers of Lien from the Contractor, all Subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra Work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial Scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in Paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or Work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the Contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
5. Time is of the essence on this Contract. The Contractor shall complete all Work under this Contract on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any Work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent Contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a Work product as described herein. The term "Subcontractor" shall mean and include only those hired by and having a direct Contract with Contractor for performance of Work on the Project. The Village shall have no responsibility to any Subcontractor employed by a Contractor for performance of Work on the Project, and all Subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal Agencies. Every Subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their Work. The Contractor shall be fully responsible to the Village for the acts and omissions of its Subcontractors, and shall ensure that any Subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
9. The Contractor assumes full responsibility for the Work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its Work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as "Exhibit B".
10. The Village is exempt from payment of State and Local sales and use of taxes on labor and materials incorporated into the Project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this Contract.
11. The Contractor shall comply with all applicable Federal, State, and Local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease Work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook and/or Will County, Illinois.
18. Contractor, its employees, associates or Subcontractors shall perform all the Work hereunder. Contractor agrees that all of its associates, employees, or Subcontractors who Work on this Project shall be fully qualified and competent to do the Work described hereunder. Contractor shall undertake the Work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the Work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance:

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

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

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

The undersigned _____, as _____ and on behalf
(Name) (Title)
of _____ having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

☐ Sole Proprietor or Partnership
 ☐ LLC

☐ Corporation
 ☐ Independent Contractor (Individual)

If Contractor/Subcontractor is a corporation, indicate the state and the date of incorporation:

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

Describe supporting documentation attached: _____

Federal Employer I.D. #:

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

Registered with Illinois Department of Revenue: Yes ☐ No ☐

Describe supporting documentation attached (if “No,” explain):

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

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

Tax Liens or Tax Delinquencies:

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

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

Equal Opportunity Employer Compliance:

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

Employee Classification:

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

Professional or Trade Licenses:

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.

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

_____ Form C: Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract:

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act:

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

Name of Contractor (please print)

Submitted by (signature)

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

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

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate Regarding Sexual Harassment Policy:**

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032.

Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR

BY:

Name

Date

Printed Name

Title

VILLAGE OF TINLEY PARK

BY:

Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

Date

ATTEST

BY:

Village Clerk
(required if Contract is \$20,000 or more)

Date

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of Replacement of the Public Works Garage Air Station / Compressor Unit.

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

FORM A:

Subcontractors, if any, who will Perform Work on this Project.

Name	Address	Work to be Performed

FORM B:

Individuals who will perform Work on the project.

List all individuals who will perform Work on this project with the following information:

Individual is an employee (E) or Independent Contractor (I);
Individual’s trade classification (indicate apprenticeship status where appropriate);
Employee (E) is covered under Contractor’s current workers’ compensation (WC) policy;
Employee’s (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence

FORM C:

Additional Information Required:
If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

Item II:

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

Date	Law	Determination	Penalty

4/1/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Insurance America, Inc.	24554
INSURED 1304803 MIDWEST MECHANICAL GROUP, LLC 600 WEST TAYLOR CHICAGO IL 60607	INSURER C: Allied World National Assurance Company 10690	
	INSURER D:	
	INSURER E:	
	INSURER F:	

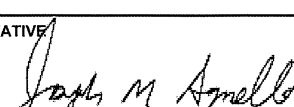
COVERAGES**CERTIFICATE NUMBER:** 18758016**REVISION NUMBER:** XXXXXXXX

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:	N	N	RGD300147504	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	RAD943796404	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
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	N	N	0313-7473	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD300147604 STOP GAP: ND, OH, WA, WY	4/1/2023	4/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT / JOB : VILLAGE OF TINLEY PARK; LOCATION : 16250 S. OAK PARK AVE

CERTIFICATE HOLDER**CANCELLATION**

18758016 VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVE TINLEY PARK IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Interoffice Memo

Date: September 13, 2023

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Annual maintenance renewal emergency notification software CodeRed

Presented for September 19, 2023 Committee of the Whole meeting discussion and action:

Description: Approve the purchase of annual maintenance for emergency notification software CodeRed.

Background:

The Village's 911 center utilizes CodeRed software from OnSolve LLC in order to communicate emergency information with the public and internal Village personnel.

This software is a subscription based application and the renewal will allow the Village to continue using it for the next 12 months.

This software is only available to purchase from OnSolve LLC therefore a competitive bid/quote process is not available as OnSolve is the sole source vendor capable of supplying this software renewal.

This renewal period is from September 1, 2023 until August 31, 2024

Budget/Finance: Funding is budgeted and available in the approved FY24 operating budget via the accounts 01-17-205-72655, 01-17-220-72655, 01-19-000-72655, 01-21-000-72655, 01-26-023-72655, 01-35-000-72655, 60-00-000-72655, 63-00-000-72655, and 64-00-000-72655

Staff Direction Request: Award the purchase of annual maintenance for emergency notification software CodeRed from OnSolve LLC for the amount of \$21,561.25

Attachments:

1. Renewal from OnSolve for CodeRed

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-112

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND ONSOLVE LLC FOR EMERGENCY NOTIFICATION CODERED SOFTWARE
RENEWAL IN THE AMOUNT OF \$21,561.25**

**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-112**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND ONSOLVE LLC FOR EMERGENCY NOTIFICATION CODERED SOFTWARE
RENEWAL IN THE AMOUNT OF \$21,561.25**

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

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

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

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

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

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

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

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

ADOPTED this 19th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH ONSOLVE LLC FOR EMERGENCY NOTIFICATION CODERED SOFTWARE RENEWAL

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-112, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ONSOLVE LLC FOR EMERGENCY NOTIFICATION CODERED SOFTWARE RENEWAL IN THE AMOUNT OF \$21,561.25,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK



OnSolve, LLC
P.O. Box 945672
Atlanta GA 30394-5672
United States
877-698-3262

Invoice
15287667

07/17/2023

Bill To

Tinley Park, Village of, IL
17355 South 68th Court
Tinley Park IL 60477
United States

Ship To

Tinley Park, Village of, IL
17355 South 68th Court
Tinley Park IL 60477
United States

PLEASE NOTE OUR NEW PAYMENT ADDRESS LISTED ON THE BOTTOM OF THIS INVOICE

Invoice Date	Terms	Due Date	Customer ID	PO #
07/17/2023		09/01/2023	72620	

Item	Start Date	End Date	Quantity	Rate*	Amount
CodeRED Standard Renewal End User Tinley Park, Village of, IL	09/01/2023	08/31/2024	1	21,561.25	\$21,561.25

Subtotal	\$21,561.25
Tax (0%)	\$0.00
Total	\$21,561.25
Amount Paid/ Credited	\$0.00
Amount Due (USD)	\$21,561.25

* The fees shown above have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The total for this invoice was calculated using the actual price, rather than the rate displayed above, and is the true and correct total for this invoice.

Bank/Wire Information:

Wells Fargo Bank
Account Name: OnSolve, LLC
Routing: 063107513 (ACH) / 121000248 (Wires)
Account Number: 5231692129
SWIFT Code: WFBUS6S

Sales Rep: Leap, Caitlin

Please Remit Check Payment To:

OnSolve, LLC
P.O. Box 945672
Atlanta, GA 30394-5672

** Please Include Invoice# on Check

Tax ID: 45-3191493; **Invoice#:** 15287667

If you have any questions about this invoice, please message us through the portal or email: AR@OnSolve.com



Interoffice Memo

Date: September 12, 2023

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

From: Angela Arrigo, HR Director

Subject: Benefits Program Enhancement with Addition of Teladoc Behavioral Health Services Program for Mental Health Benefits

Considering the challenges of the past few years dealing with the COVID pandemic, the need to have access to comprehensive mental health benefits for the emotional, psychological, and the social well-being of employees and their families continues to be a focus area. It was identified during the annual benefit renewal process that in a period of 9 months there were 550 virtual network provider behavioral health visits by PPO plan members with an average cost per visit of \$142.96 and total annualized claims of \$104,834 paid by the medical plan for employees and covered family members. In addition to medical plan benefits, the Village's Employee Assistance Program (EAP) usage was 7 cases over the most recent 6 month period. EAP benefits are available to all 450 full-time and part-time employees.

Overview Summary

To continue to ensure that valuable resources are provided for behavioral health benefits to employees, understanding the changing landscape of how mental health services are being provided, and to minimize the impact of benefit plan claims on overall medical plan expenses, it is recommended that virtual mental health services are added as a program offering to employees that enroll in a Village provided medical plan.

The Teladoc Mental Health Complete Program has been identified to meet the ongoing needs of employees and their families. This is a virtual program that provides employees, at no cost to them, direct access to online behavior health tools, provides for unlimited virtual health coaching, unlimited virtual tele-therapy care, and unlimited virtual tele-psychiatrist care by licensed behavioral health professionals. Teladoc Mental Health Complete is a long-term, virtual solution with no limit on virtual visits that allows individuals seeking any level of mental health care to engage with licensed professionals to build ongoing relationships and receive needed care virtually on a regular and consistent basis.

This program offers online resources to learn about behavioral health, various series of topics to educate employees, allows employees to customize informational content to their own personal and family situation, and employees can elect to receive notifications on topics important to them.

This program offers a virtual health coach to work with those individuals that are uncertain of what type of behavioral health care that they may need and are concerned with the stigma often associated with obtaining mental health care allowing for a convenient, safe, and confidential way to seek care. A virtual health coach can assist employees exploring mental health services for the first time as well as those currently under treatment seeking to explore this program's offerings with a focus on providing guidance on available tools and resources through the Teladoc Mental Health Complete Program.

This program offers virtual clinical care provided to employees, spouses, and child(ren) age 13 or older who can access online provider profiles and select the mental health professional(s) they would like to engage with and schedule virtual appointments through an online portal. Virtual appointments are available within 5-7 days and ongoing care can be scheduled on a regular basis. Alternatively, with the high demand for mental health service the current trend for new patient medical plan mental health provider appointments is 4-5 months. Additionally, these professional licensed providers are able to prescribe medications, as required, in the course of continued treatment.

Employees taking advantage of this program do not have to pay a co-pay for services, which is otherwise required under the medical plan for virtual care visits removing all financial barriers to obtaining care. Unlike an EAP with a limited number of in-person sessions and then referral to a medical plan for continued services, this program is virtual and unlimited allowing employees to continue ongoing treatment with their selected mental health professional. This program does not replace any mental health benefits offered through the medical plans and is an additional program for employees and covered family members. This program does not replace any EAP services which are designed for episodic situations requiring immediate support and for short-term care.

All care is initiated and driven by the employee or eligible family member and professional confidentiality standards apply to these professional services provided through Teledoc Health providers. Program reporting is in a high level summary format and generally includes a member enrollment summary, program engagement summary, top 5 digital recommendations, and clinical and subclinical condition improvement percentages. Reporting is not available until specific minimum enrollment and engagement is achieved to maintain confidentiality standards.

This behavioral health program will be offered to employees that enroll in a Village provided medical plan. Eligible dependents include spouse and child(ren) age 13 or older. Eligible employees will be highly encouraged to create an online account to explore online resources and create personalized options. Once logged in, employees will be able to add eligible dependents to the program to share available online resources and virtual clinical care options with them.

Impact

Positive Impact to Employees and Covered Family Members. It is anticipated that employees and family members that may have not otherwise sought behavioral health care can confidentially take advantage of this new program. Employees seeking care without a medical plan co-pay and those seeking care virtually, more conveniently may chose to explore this program in lieu of continuing treatment under the medical plan option. Employees that cannot wait months for an appointment can be scheduled virtually, within days for needed care. Virtual mental health benefits will now be available to HMO members that are not otherwise available to HMO members through their medical group. Also, HMO members using this program may now take advantage of mental health benefits without obtaining a referral and staying within their medical groups requirement for mental health benefits. Employees seeking care for new situations that arise may elect to use this new program if they anticipate long-term needs in lieu of beginning with EAP services and then needing to change providers after the specific number of visits offered through the EAP are exhausted.

It is further anticipated, since there is no claim impact to the medical plan, that use of this program will result in fewer claims paid by the medical plan which in turn is anticipated to positively impact future medical premium increases. This program will be in addition to medical plan benefits (which remain unchanged) and in addition to services offered through the EAP.

Recommendation

It is recommended that the Teladoc Mental Health Complete Program is implemented for the 2024 benefit plan year and offered to approximately 260 employees enrolled in a medical benefit plan with an estimated annualized cost not to exceed \$21,500. Budgeted funds are available for this program.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-117

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND TELADOC HEALTH, INC FOR BEHAVIORLA HEALTH SERVICES**

**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-xxx**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TELADOC HEALTH, INC FOR BEHAVIORAL HEALTH SERVICES**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Teladoc Health, 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 19th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TELDOC HEALTH, INC FOR BEHAVIORAL HEALTH SERVICES

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-117, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TELADOC HEALTH, INC FOR BEHAVIORAL HEALTH SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK



Teladoc Health Mental Health Complete





Agenda

- Introductions
- Background
- Product Info
- Demo
- Next Steps





VILLAGE OF TINLEY...

Teladoc Health is the global leader in virtual care

80M+

Members¹

5000+

Employees Worldwide²

500M+

Health Interactions³

50M+

Cumulative Virtual Care Visits⁴

60+

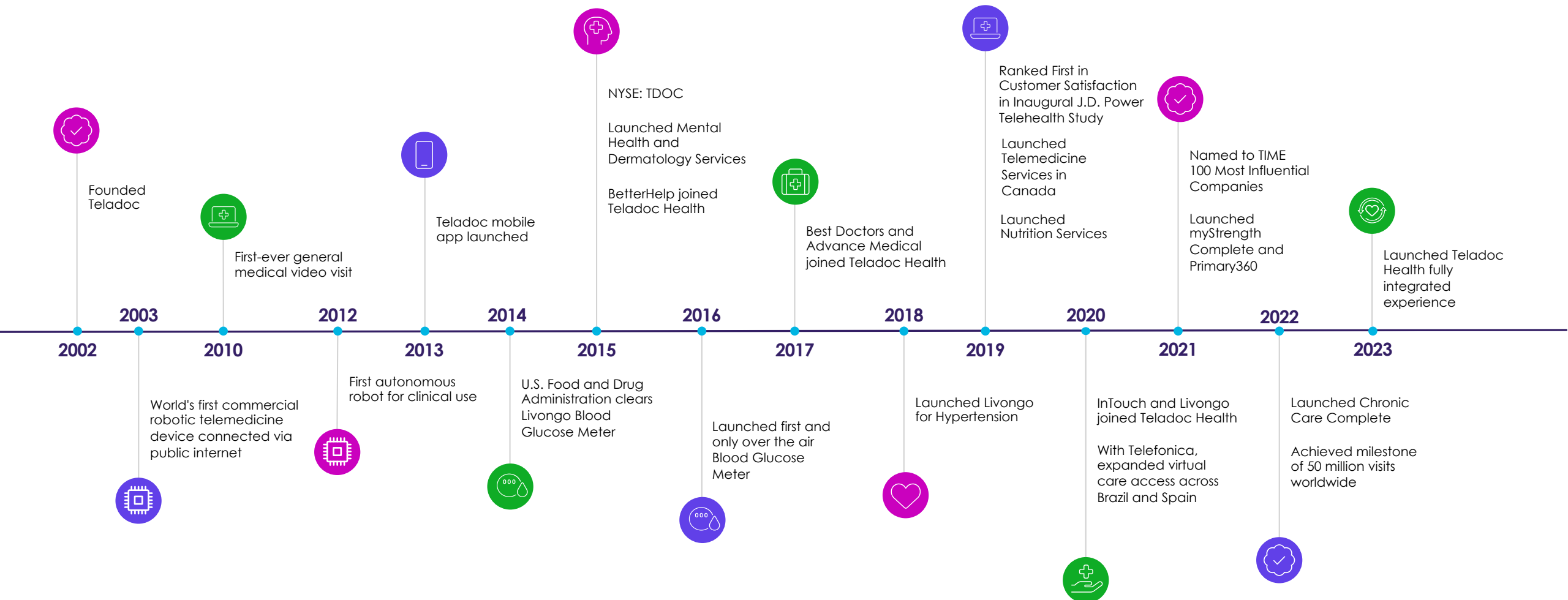
NPS⁵

#1

Most recognized virtual care brand⁶

- 1. Includes U.S. paid members and visit fee only access
- 2. Teladoc Health data, 2022
- 3. Includes health interactions across all Teladoc Health businesses
- 4. Teladoc Health data, virtual care visits delivered since 2015
- 5. Reflects Net Promoter Score across Teladoc Health products and services
- 6. Based on Unaided Virtual Care Service Recall for September 2022

More than 20 years of leadership, innovation and growth



We deliver
comprehensive,
integrated virtual
care that spans each
stage in a person's
health journey

- Whole-person care services
- Key enablers



Current Trends

The growing gap between mental health demand and capacity

60%

Increase in mental health needs after COVID-19¹

27M

Adults experiencing a mental health illness are going untreated²

60%+

Youth with major depression are going untreated³

"In just a few years this country will be short between 14,280 and 31,109 psychiatrists, and psychologists, social workers, and others will be overextended as well."⁴

Source: 1. [BMJ Study](#), Published February 2022 2. Mental Health America [Access to Care Ranking](#) 2022. 3. Mental Health America. [The State of Mental Health in America Report](#), 2022. 4. AMMC NEWS (August 2022)

The fragmented approach to care leaves many mental health conditions undiagnosed and unaddressed

1

80% of people with a mental health need see a primary care provider, yet **2/3 of providers** struggle to connect patients to the care they need.¹

2

People with **diabetes** are **2 to 3 times** more likely to develop depression. Only **25%–50%** of people experiencing depression with diabetes are diagnosed.²

3

With **1:254 therapist to people** with a diagnosable mental health condition, many rely on digital-only apps which aren't appropriate for all conditions or severity levels.³

Source: 1. Primary Care Collaborative. "[Benefits of Integration of Behavioral Health](#)," 2. [Center for Disease Control and Prevention](#), 3) [USAFACTS.ORG](#) 2022.

The heavy burden placed on care seekers to self-diagnose and self-navigate leads to suboptimal care

I've tried therapy but she didn't understand what I was going through



Suboptimal care

Time and money wasted

Poor experience with limited improvement

I feel good when I'm in sessions, but I really struggle with my anxiety day-to-day



Care provided at point in time

Higher likelihood of relapse or regression

Repeat cycles of start and stop care

Lately, I've just not been feeling myself. I want to get help, but I don't even know where to start



Delayed care

The condition continues to worsen

Present in the ER or hospital

The cost to your organization



Higher health risk

Without intervention, people with subclinical depression have a **two-fold increased risk of developing a clinical condition**¹



Increased costs

Those with clinical depression **spend on average \$6,390 more per year** than those without²



Inefficient site of care utilization

Lack of early access to mental health care has been shown to **increase ER visits by 26% & hospitalizations by 30%**³



Lost productivity

Employees with unresolved depression experience a **35% reduction** in productivity⁴



Source: 1. National Library of Public Medicine: PMID: [29530112](#) 2. Blue Cross Blue Shield Health Index. Article Published 2018.
3. Teladoc Health Mental Health Care Savings Methodology. November 2020. 4. Data Published by the American Psychiatric Association, June 2022.



Teladoc Health

Changing the paradigm of mental health care delivery with *Mental Health Complete*

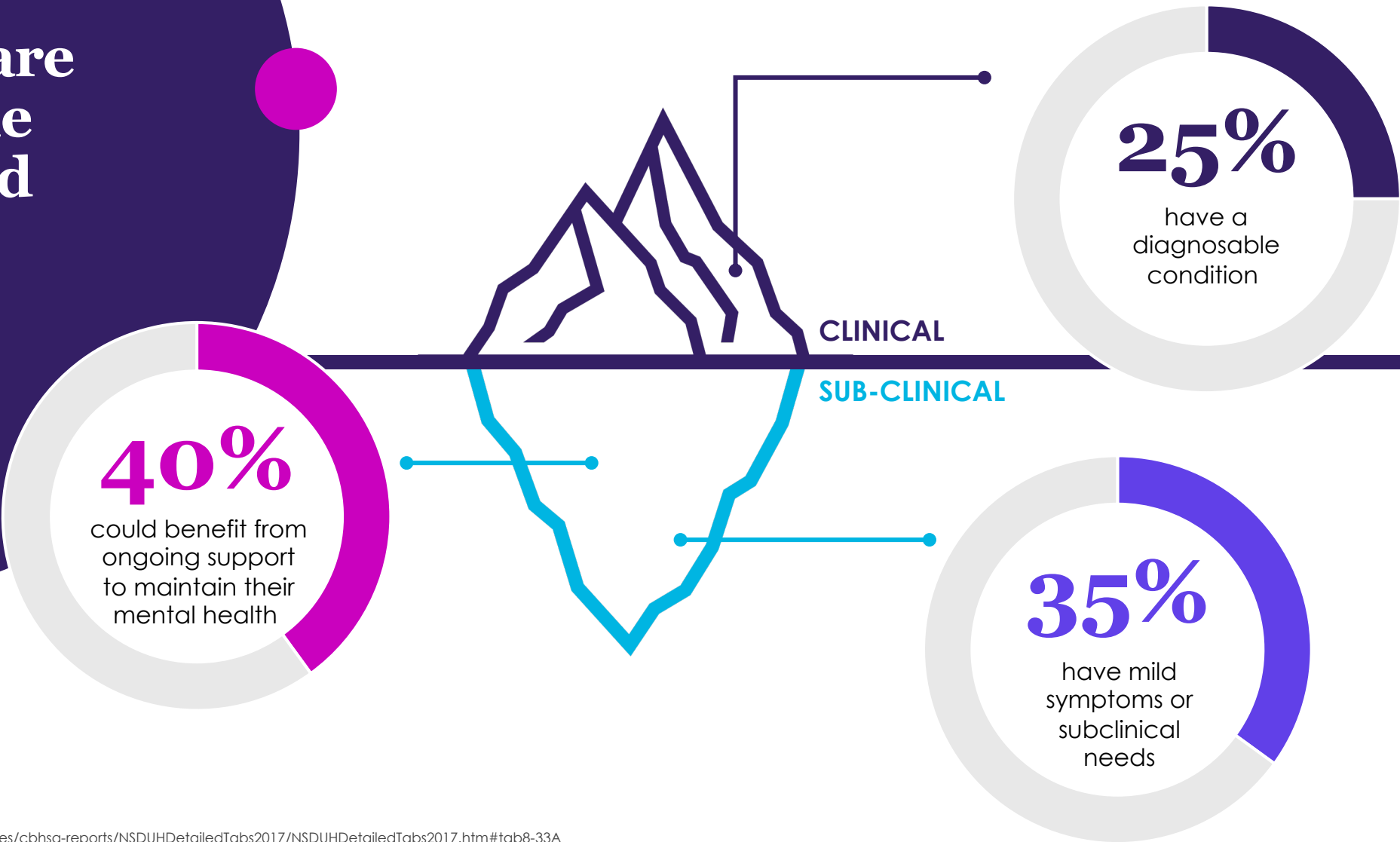
Accessible and
easy to navigate

Personalized &
comprehensive

Quality at scale

Integrated &
connected





Most people are not getting the care they need



Source: <https://www.samhsa.gov/data/sites/default/files/cbhsq-reports/NSDUHDetailedTabs2017/NSDUHDetailedTabs2017.htm#tab8-33A>

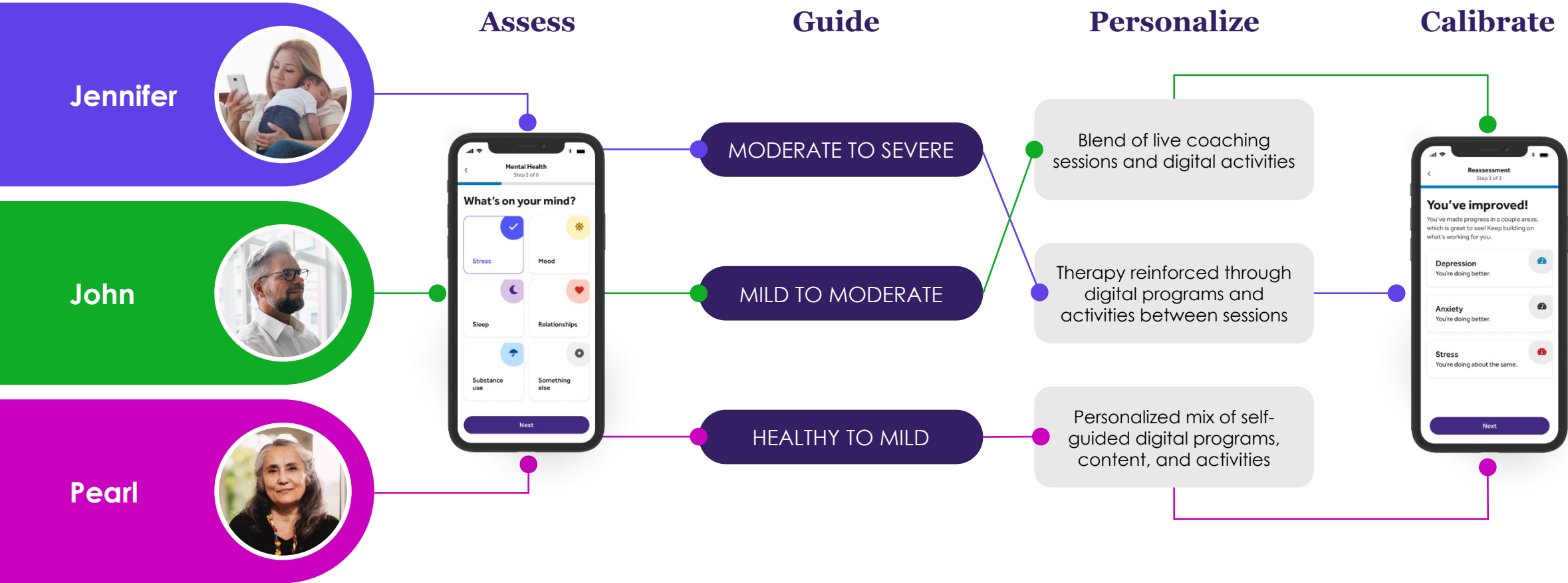
Care for your entire population's needs

EVIDENCE-BASED SOLUTIONS ADDRESSING A WIDE SCOPE OF CONDITIONS, SEVERITY LEVELS, AND ENGAGEMENT PREFERENCES

CARE OPTIONS			
<div></div> <div>Digital programs</div> <div>Anywhere, anytime access to 1100+ self-guided programs covering everything from the most common to the most complex conditions</div>	<div></div> <div>Coaching</div> <div>Live sessions with a certified NBC-HWC or ICF-certified coach paired with unlimited 1:1 support and personalized digital recommendations</div>	<div></div> <div>Care</div> <div>Rapid, convenient, and confidential access to evidence-based therapy and counseling by video or phone</div>	<div></div> <div>Crisis management</div> <div>In-the-moment support and intervention for members who appear at risk of suicide or self-harm</div>
Low	CONDITION SEVERITY LEVEL		High
Structured digital programs	Live coaching sessions	Therapy	Crisis outreach
Recommended content and activities	Dedicated 1:1 support and navigational guidance	Psychiatry	Crisis resources
In-the-moment tools	Coach recommended digital homework	Medication management	Crisis planning

How does it work?

GUIDE MEMBERS TO THE RIGHT CARE WHILE ENABLING CHOICE AND CUSTOMIZATION



..... 1:1 GUIDANCE AND NAVIGATIONAL SUPPORT **EVERY STEP OF THE WAY**

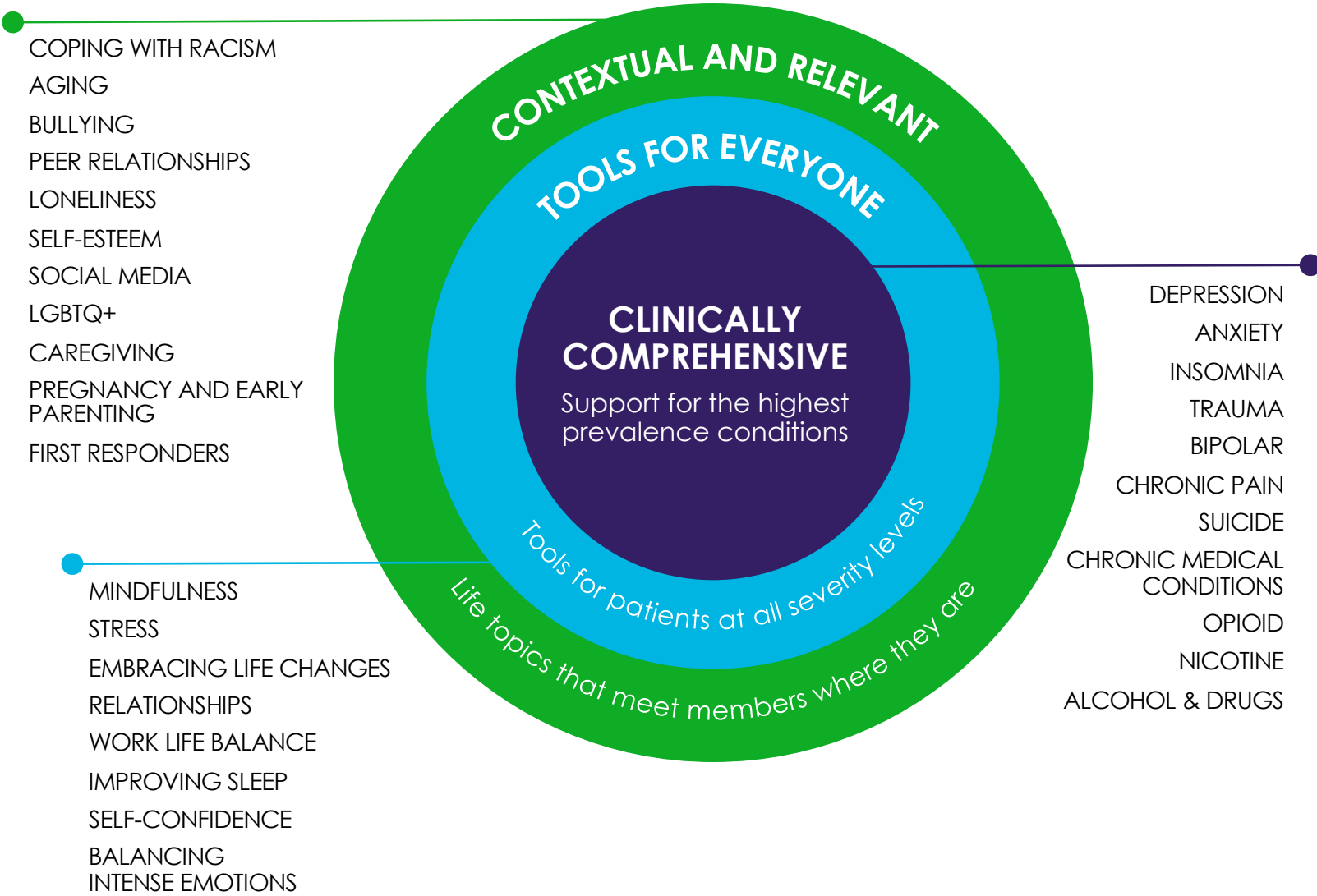
DIGITAL IMPACT

More advanced and effective than CBT alone

Built on evidence-based modalities such as CBT, DBT, ACT, MI, and Mindfulness, our programs span common life topics through complex clinical conditions

53% reduction in depression scores with digital alone¹

Source: [National Library of Medicine, JMIR Publication Research.](#)



Mental Health Coaching impact

3X increase in completion of digital activities when members have access to 1:1 support and guidance¹

78% members find the skills very or extremely helpful²

86%+ members engaged with coaching experience clinical benefit³



“I like the building-block approach, and I like having homework and working on skills. This helps me feel I am moving forward in a positive direction and actively taking charge of my own thoughts and actions.”

Source: 1. Internal Teladoc Health BoB Data DS-10981thur June 2022. 2. Coaching Survey Data, DS-12248. November, 2022. 3. mSC Clinical outcomes proof point. November. 2022.

The testimonials, opinions, and statements reflect one member's personal experience with Teladoc Health. Results and experiences may vary from person to person and will be unique to each member. The testimonials are voluntarily provided and are not paid. The individual in the photo is not the member who provided this testimonial.

Rapid access to high-quality care that scales

MENTAL HEALTH CARE



MATCH MEMBERS TO THE RIGHT PROVIDER EASILY AND QUICKLY

 <p>The largest virtual network of 7000+ providers¹</p> <p>30% are licensed in multiple states²</p>	 <p>Clinicians credentialed through an NCQA-certified process</p>	 <p>Sophisticated system forecasts need to ensure appointment availability in seven days or less³</p>	 <p>Match members to clinicians based on photo, languages, specialties, demographics, and essential DEI&B elements</p>	 <p>Licensed therapists and psychiatrists specializing in BIPOC, LGBTQI+, and gender-affirming mental health care</p>
--	---	--	--	---

Source: 1. Teladoc Health Clinical Operations Data, 2022. 2. Teladoc Health Clinical Operations data, 2022. 3. Marketing Data, CLO041, May 2022.



"I was experiencing anxiety and utter panic when I found out that I was pregnant with my third child and knew I needed help. I decided to give Teladoc a try on my lunch break, and have to say that I am feeling 100x better. I probably wouldn't have sought out help if it wasn't for Teladoc."

Mental Health Care impact

≤7 days to schedule your first appointment¹

76% members with depression report improvement in just 3 sessions²

75% members with anxiety report improvement in just 4 sessions³

Episode is defined by claims analysis showing an average of 4.1 mental health visits per member



Business value⁴

\$406 SAVING PER EPISODE

Related to the cost of virtual care compared to traditional brick & mortar

\$1,155 COST AVOIDANCE PER EPISODE

related to improved productivity, increased presenteeism and travel time saved

\$1,559 TOTAL VALUE PER EPISODE

Source 1. Marketing Data. CLO041, May 2022. 2. Data Disclosure CLO045, August 2019. 3. Data Disclosure CLO044, August 2019. 4. Teladoc Health Mental Health Care Savings Methodology. November 2020.

The testimonials, opinions, and statements reflect one member's personal experience with Teladoc Health. Results and experiences may vary from person to person and will be unique to each member. The testimonials are voluntarily provided and are not paid. The individual in the photo is not the member who provided this testimonial.

Help at-risk members stay safe

CRISIS MANAGEMENT

Proactive identification of at-risk members

At-risk members are identified based on assessment response, Natural Language Processing (NLP) identification of trigger words, and interactions with care providers

In-moment provider intervention

Provider directly works with the member. If additional support is needed, the provider connects the at-risk individual to an internal team that stays on the line until **crisis support** is reached.

Immediate crisis outreach

Phone outreach to the individual by a trained **crisis manager** who assesses distress, offers skills, develops a safety plan, and directs the individual to **clinical care as appropriate**.

Always available crisis resources

Individual is directed to **nationally recognized crisis response** and/or **client-specified resources**.

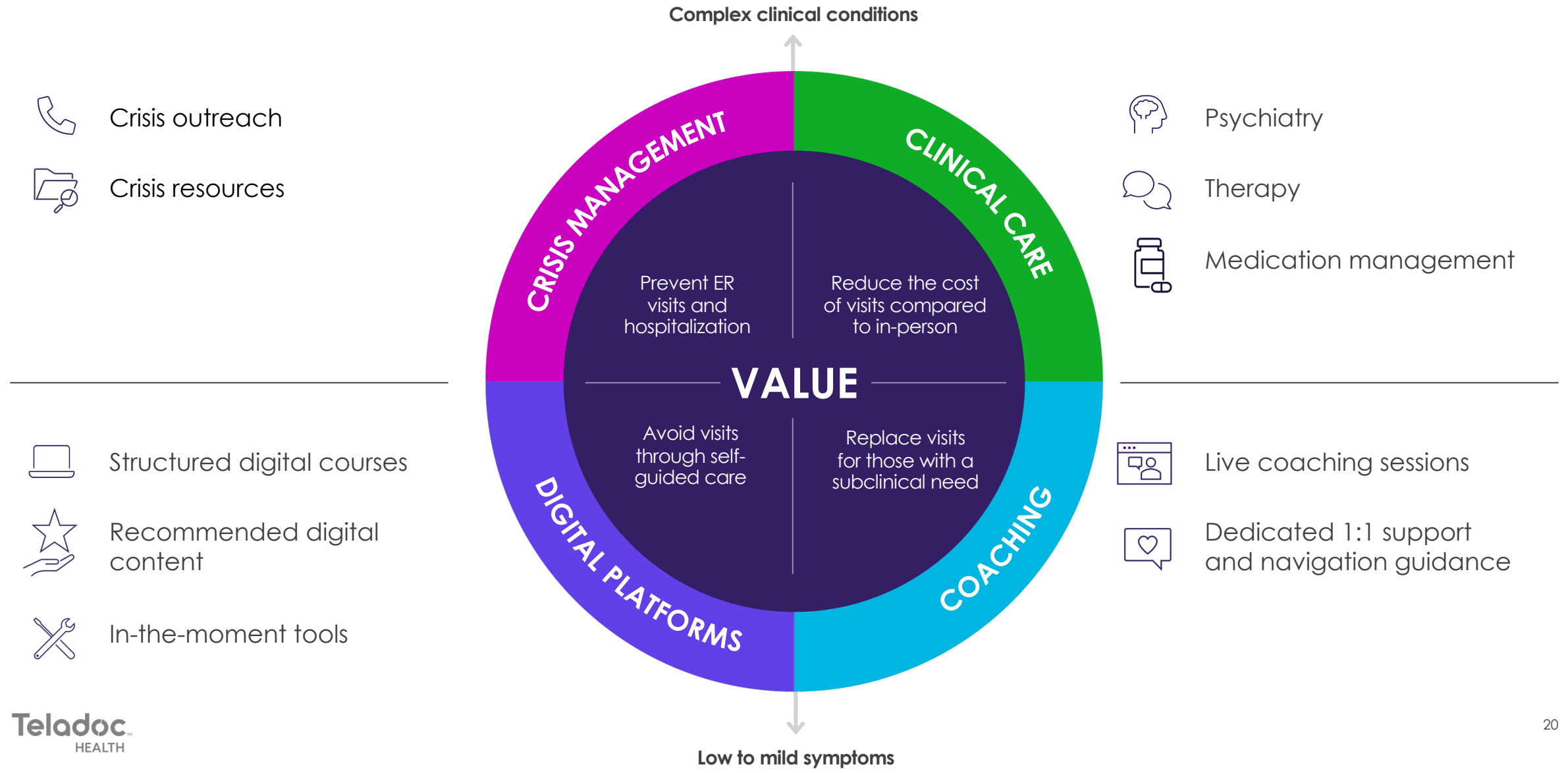
Digital crisis plan

Digital activity to help members **recognize distress** and **learn strategies** for coping in day-to-day life.



A single place to turn to for all your mental health needs

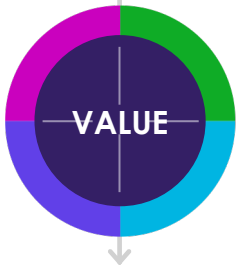
MENTAL HEALTH COMPLETE



Demo

Improve outcomes while optimizing cost, quality and satisfaction every step of the way

MENTAL HEALTH COMPLETE



For members

Clinical assessment that can be taken **at any time, from anywhere**

A **personalized mix of digital, coaching and care** that evolves with your needs

Easy access to high-quality care that delivers meaningful improvement

A **dedicated human coach** to guide you throughout your entire experience

Built-in tools and programs to help **manage** symptoms wherever and whenever they pop up

For clients

Cover needs across your population while **optimizing cost and quality**

Establish **trusted relationships** to improve engagement and satisfaction

Match members to the right programs and providers to **prevent suboptimal experiences that waste time and money**

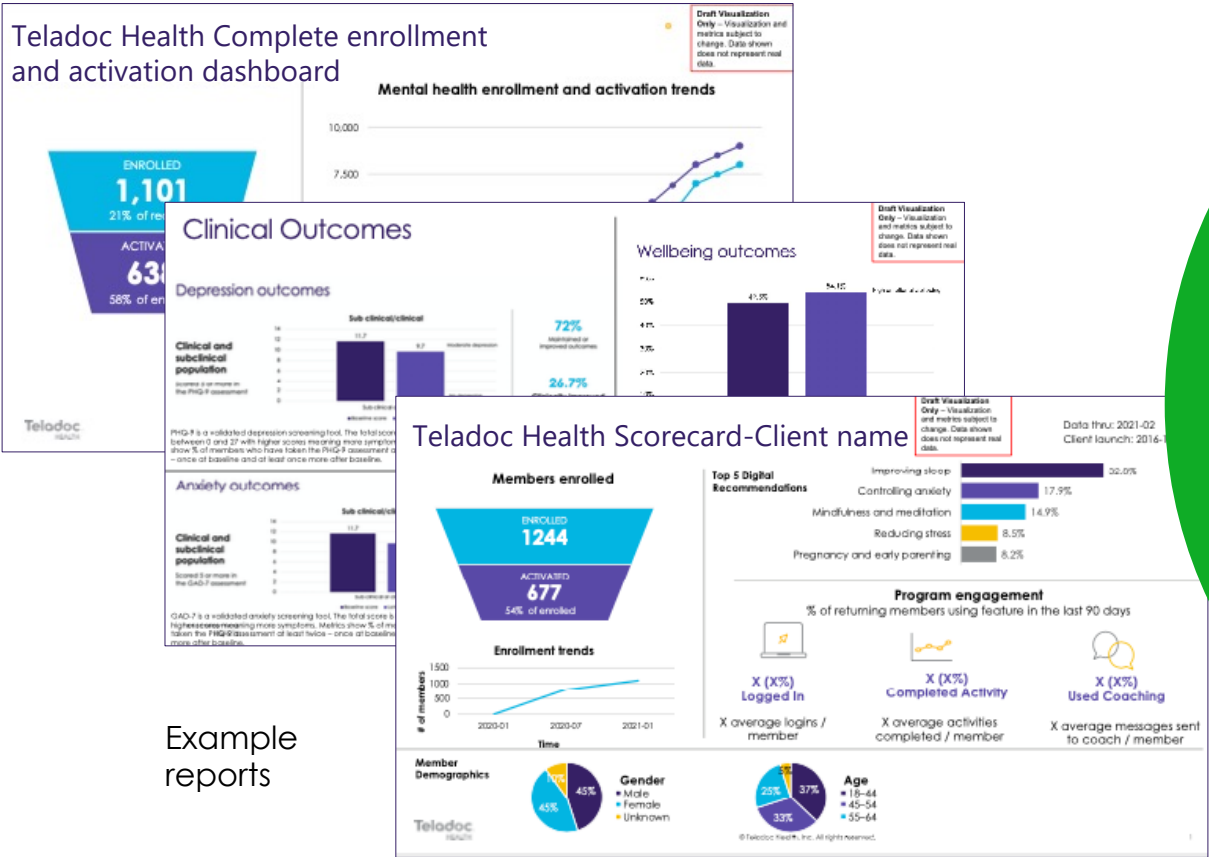
Provide continuous care to sustain clinical improvement longer

Glean insights across every interaction to **identify population-level trends**



Reporting

UNDERSTAND HIGH-LEVEL METRICS AND FACILITATE CARE COORDINATION



Example reports

Aggregate reports provide population-level data to track **enrollment, engagement and outcomes**

Member reports* provide individual-level data to track enrollment, facilitate **care coordination** and **incentive management**

*sent via SFTP (Data Sharing Agreement must be in place)

Activation and engagement marketing assets

EMAIL OUTREACH DESIGNED TO DRIVE ACTIVATION AND ONGOING ENGAGEMENT

Enrollment

Activation

Engagement

Enrollment marketing samples

Convey value props in compelling and appropriate ways



Teladoc Health

<First name>,
You're just one step away from beginning your journey to better emotional health.
To get started, all you need to do is answer some questions. Our comprehensive assessment helps you understand what you're going through and what the better we can do for you.

Teladoc Health

You're almost there!
Complete your assessment now to gain access to your personalized plan.
Complete my assessment

Our assessment consists of questions that are clinically validated. Your responses help us give you evidence-based tools so you can become the best version of you. You'll get resources to help with whatever you're experiencing—stress, grief, anxiety or any other curveballs that life is throwing your way.
Complete my assessment

- Onboarding
- Weekly newsletter
- Re-assessment triggers
- Activity-based messages*



*Limitations may apply

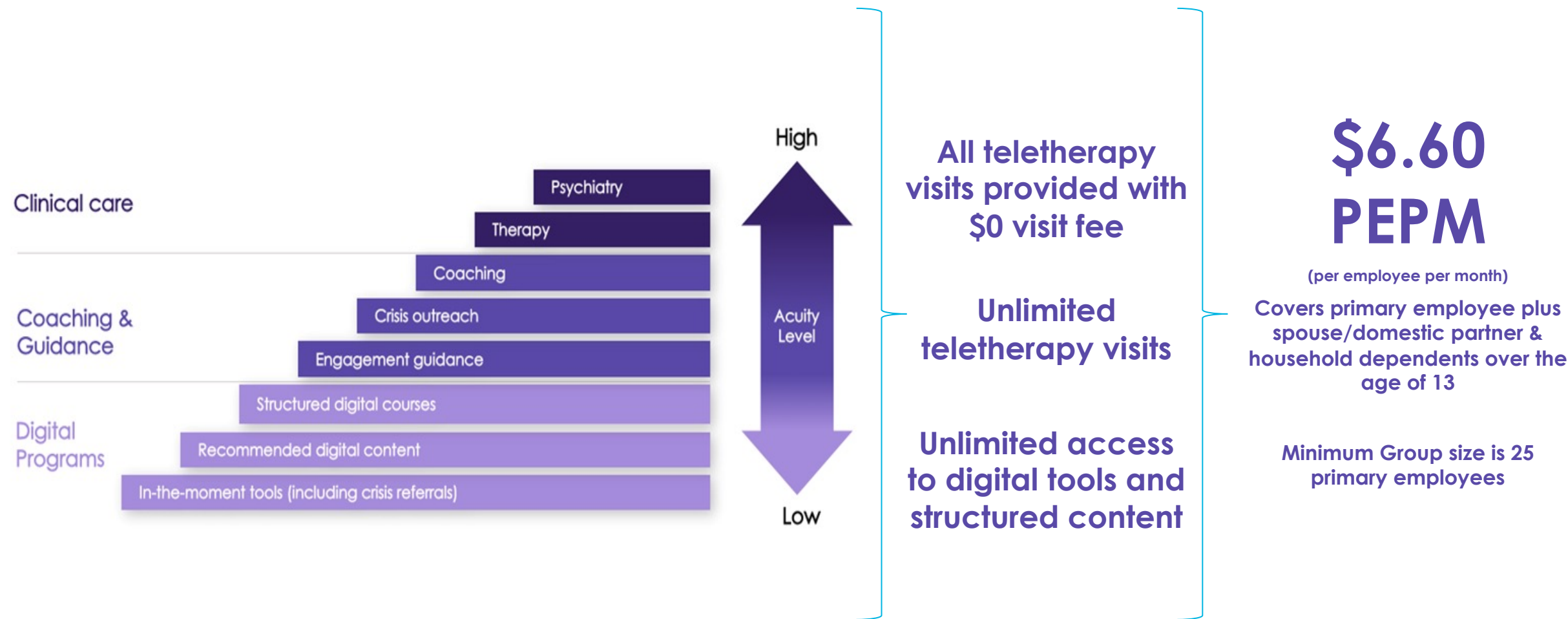
Marketing Campaign

- Mental Health Complete-OEP Plan
- Email only campaign
- 24 weeks long
- 1 announcement email
- 10 digital content focused emails
- 4 teletherapy focused emails



Journey	Weeks																							
Variations	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Complete – Email ONLY	HR	X		X	X		X		X		X	X		X		X	X		X		X	X		X
Digital – Email ONLY	HR	X		X			X		X		X			X			X		X		X			X

Mental Health Complete Pricing



Prioritizing adolescent safety

MEETING THE HIGHEST STANDARDS OF EFFICACY, QUALITY AND SAFETY

Specialized digital programs and care

Safeguards limiting access to age-appropriate, adolescent-specific content

Appointments scheduled directly by the parent/guardian

Completion of consent forms and verbal consent at the beginning of each session

Conservative stance on pharmaceutical intervention, guiding parents/guardians to providers specializing in adolescent psychiatry

Thank You

Amplify and enable your Employee Assistance Program (EAP) to create a healthier workforce

YOU HAVE INVESTED A LOT OF TIME AND MONEY IN ROLLING OUT YOUR EAP
DON'T RIP AND REPLACE; **AMPLIFY**



Robust digital programs

Expand access through digital programs spanning common life topics through complex clinical conditions to meet all your employees' needs



Drive engagement

Amplify awareness and utilization across more programs through proactive marketing such as email outreach, weekly newsletters, and activity-based triggers*



Continuous Care

Provide in-moment relief and ongoing support between and beyond EAP sessions through 1:1 asynchronous coaching and, when needed, continued therapy



Data-driven insight

Gain actionable insights through monthly and quarterly reporting on utilization, engagement, and demographics to improve your EAP program



Addresses a wide range of employees' needs



Spans beyond a single incident or episode



Personalized to every individual's needs





TELADOC HEALTH SERVICES AGREEMENT

This **Teladoc Health Services Agreement** ("Agreement") is entered into on **September 12, 2023** ("Effective Date"), by and between **Teladoc Health, Inc.** ("Teladoc Health") and **Village of Tinley Park** ("Employer"). Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services, (ii) a suite of expert medical information services, and (iii) a suite of online health coaching programs related to the management of chronic health conditions, as more fully described in the Exhibit(s) and/or Addendum(s) (collectively "**Exhibits**") incorporated in this Agreement (such services and programs, the "**Services**").

B. Employer desires to purchase the Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are referred to as "**Member(s)**".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("**Term**"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), Section 7 (*Indemnification; Limitations of Liability*), and Section 11 (*Miscellaneous*), as well as any other provision that contemplates performance or observance subsequent to the expiration or termination of this Agreement shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement and/or any Exhibit (a) for the other Party's material breach of the Agreement or an Exhibit, which breach has not been cured, or cannot reasonably be cured, within 30 days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. In addition, Teladoc Health may terminate this Agreement and/or any Exhibit if (i) a change in law or regulation would, in the reasonable opinion

of Teladoc Health, make the Services to be provided unlawful or impracticable and (ii) the Parties are unable to agree on amendments to this Agreement and/or the affected Exhibit to mitigate the effects of such change in law or regulation within 30 days of Teladoc Health's notice to Employer of its intent to terminate this Agreement and/or the applicable Exhibit. For the purposes of this Agreement, "**Insolvency**" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding. Termination of an Exhibit will not affect any other Exhibit then in effect but termination of this Agreement will result in immediate termination of all Exhibits then in effect.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health including those provided to Employer by Teladoc Health (including, without limitation, any software, systems, certain methods, devices, equipment and communication and/or Member engagement materials referred to in the attached Exhibit(s)) included as part of the Services, and all trade names, service marks, trademarks and logos that are owned by Teladoc Health, and such other trade names, trademarks and logos as may be used hereafter by Teladoc Health in connection with its business (the "**Teladoc Health Marks**") are the unique intellectual property of Teladoc Health (the "**Intellectual Property**"), and Employer agrees that it will not: (a) duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use the Intellectual Property in any manner other than pursuant to this Agreement; (b) distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services to any parties other than Members; (c) modify, change, reverse engineer, decompile or disassemble, the software underlying the Services or

otherwise attempt to discover any such software source code or underlying Confidential Information; (d) work around any technical limitations, security devices or other restrictions in the Services; or (e) remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether of Teladoc Health or its licensors) from the Services.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks in communications with its Employees regarding the Services during the Term. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services to Members, during the Term, solely as necessary to perform its obligations under this Agreement.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Protected Health Information; Confidential Information.

5.1 Teladoc Health is a Covered Entity Provider ("**CE Provider**") as defined by and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 ("**ARRA**") known as Health Information Technology for Economic and Clinical Health ("**HITECH**"). As such, Teladoc Health maintains compliance with the HIPAA as a CE Provider with respect to PHI it collects, maintains, and uses to deliver the Services. With respect to the delivery of the Services and activities supporting the delivery of the Services, Employer acknowledges that Teladoc Health is not acting as its business associate.

5.2 MUST BE COMPLETED by Employer: By choosing the appropriate box below, Employer confirms one of the following statements:

☐ Services being provided under this Agreement are being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, and to the extent that Teladoc Health performs any functions on behalf of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103, the receipt, creation, use, and/or disclosure of Protected Health Information by Teladoc Health to perform such functions will be governed, as applicable, by the Teladoc Health Business Associate Agreement attached to this Agreement as **Exhibit 1**.

OR

☒ Services being provided under this Agreement are **not** being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103 and Teladoc Health is not performing any functions on behalf of the Group Health Plan.

5.3 For purposes of this Agreement, "**Disclosing Party**" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "**Receiving Party**" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

- (a) For purposes of this Agreement, "**Confidential Information**" shall include information: (i) that is generally unavailable to the public; and (ii) that has actual or potential economic value to the Disclosing Party. Confidential Information shall include trade secrets, discoveries, developments, designs, improvements, inventions, concepts, formulas, software programs, processes, products, techniques, methods, know-how, research, technical data (whether or not any of the foregoing are patentable or registerable under copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, forecasts, analyses, contracts, and all program, marketing, sales, or other financial data or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, together with and any summaries, modifications or enhancements of the same, and any content related to the Disclosing Party's products and services in any medium (images, audio, video, etc.), and any other information that a reasonable party would conclude is confidential or proprietary in nature, regardless of whether it is marked as such. Confidential Information shall also include, without limitation,

- employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103
- (b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.
 - (c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires and the Receiving Party discloses only that portion of the Confidential Information that is legally required.
 - (d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and, except as otherwise set forth in this Agreement, shall not (i) disclose such Confidential Information to third parties; or (ii) use such Confidential Information for any purpose other than the exercise of its rights or performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall have the right to disclose Confidential Information to those of its employees, contractors, advisors and agents who have a need to know such Confidential Information to perform their duties, provided that any such individuals are bound to maintain such information in confidence consistent with the terms of this Section.
 - (e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction to seek an injunction or other equitable remedy respecting such violation or continued violation, in

addition to any other remedies available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

- (f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party and will destroy all records, notes and other materials containing Confidential Information stored in electronic or other non-tangible media (and provide certification of such destruction on Disclosing Party's request); provided that Receiving Party shall not be required to destroy any Confidential Information that is stored on automatic computer back-up or archiving systems pursuant or that is otherwise impractical to destroy, it being agreed that any such Confidential Information remains subject to the terms of this Section 5 so long as it is retained by Receiving Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) Teladoc Health has not provided Employer with advice regarding the legality of any of Employer's wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

- (a) Workers Compensation Insurance in an amount satisfying statutory requirements;

- (b) General Liability coverage of \$1 million per occurrence/\$2 million aggregate;
- (c) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of \$10 million per claim/annual aggregate; and
- (d) With respect to telehealth services, Teladoc Health will ensure that each physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction but in no event less than \$1 million per occurrence and \$2 million annual aggregate.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as explicitly set forth in this Agreement or any Exhibit, Teladoc Health EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising out of any third-party claim alleging (a) any error, omission, malfeasance or breach of this Agreement by such Party, or (b) infringement, violation, or misappropriation of intellectual property rights of any third party.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) and actual damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however*, that:

- (a) Teladoc Health's total liability arising from (i) a breach of the Teladoc Health Business Associate Agreement attached as Exhibit 1, if applicable, or Section 5.3 of the Agreement or (ii) a claim asserted by a third party relating to Teladoc Health's

performance of its obligations under this Agreement shall in no event exceed \$5 million; and

- (b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party and/or any third party in such matter.

Client expressly waives any right to seek consequential, indirect, exemplary, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages were foreseeable.

7.3 Defense of Indemnification Claims. In claiming any right to indemnification under this Section, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall have sole control of the defense and all negotiations relative to the settlement of any such claim. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringe the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Services, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network (i.e., "the internet"), transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer and its representatives are expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account that such user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting individuals involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. Any other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's marketing, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Except as provided in Section 5.3(e) or to protect a Party's Intellectual Property rights, prior to the institution of any formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc Health and one representative from Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its principal office or, if agreed by the Parties, may be conducted virtually by video conference. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer with respect to any of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated herein by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. If any provision of this Agreement is

determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. No waiver by either Party of a breach or default under this Agreement shall be effective unless in a writing signed by the Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach or default.

11.3 No Third-Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to this Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however,* that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restore performance as soon as practicable. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notices. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (a) three (3) days after being mailed (with return receipt requested), (b) when emailed, or (c) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Road, Suite 203
Purchase, NY 10577
Email: legalnotices@teladochealth.com

With a Copy to: clientservices@teladoc.com

If to Employer:

Village of Tinley Park
ATTN:ANGELA ARRIGO
16250 S. Oak Park Ave.
TINLEY PARK , IL 60477
EMAIL:AARRIGO@TINLEYPARK.ORG

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of New York, New York.

11.7 Assignment. Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any person or entity without the prior written consent of the other Party, except that a Party may assign its rights and obligations under this Agreement without the other Party's consent in the event of a corporate reorganization, consolidation with or merger into any person or a transfer of all or substantially all of its assets to any person. A party may also assign its rights and obligations under this Agreement to an entity it controls, is controlled by or is under common control with, provided that no such assignment shall relieve the transferring Party of its obligations under this Agreement without the consent of the other Party. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

11.8 Taxes. Employer shall be responsible for the payment of any taxes on amounts due to Teladoc Health, including, but not limited to, state and local sales, use, excise and value-added taxes. Any taxes due on Teladoc Health's

income or gross receipts shall be the sole responsibility of Teladoc Health. Applicable taxes will be invoiced by Teladoc Health to Employer unless Employer provides Teladoc Health with a valid applicable tax exemption certificate or a valid direct pay certificate from the appropriate State or States before an invoice is generated. Employer must promptly notify Teladoc Health if any such exemption certificate or direct pay certificate has been suspended, revoked or has expired.

If sales tax is not invoiced by Teladoc Health and a taxing jurisdiction subsequently imposes a sales tax on Teladoc Health as the remitting agent and Teladoc Health is compelled to pay such sales tax, Employer agrees to indemnify and/or reimburse Teladoc Health for any such payments.

If applicable law obligates Employer to withhold or deduct taxes from amounts payable to Teladoc Health, Employer shall provide Teladoc Health with Employer's tax registration number assigned by the relevant taxing authority and official receipts or other documentary evidence of any such withholding, deduction or payment of tax.

11.9 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

11.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, any of which shall be considered an original) with the same effect as if the Parties had signed the same instrument. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		Village of Tinley Park	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

Exhibit 1 Teladoc Health Business Associate Agreement

This TELADOC HEALTH BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between Employer (referred to herein as “**Plan Sponsor**”), on behalf of Plan Sponsor’s Group Health Plan (“**Covered Entity**”), and Teladoc Health, Inc. and its affiliated companies (referred to herein as “**Teladoc Health**”) pursuant to the Teladoc Health Services Agreement dated **September 12, 2023** (“**Agreement**”), the terms and conditions of which are incorporated by reference into this BAA. The Effective Date of this BAA shall be the same as the Effective Date defined in the Agreement.

Introduction

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) has promulgated privacy and security requirements reflecting the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), Public Law 104-191; and the American Recovery and Reinvestment Act of 2009 (the “**ARR Act**”), including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), which is part thereof, enacted and established additional provisions for written business associate agreements and required these additional provisions be incorporated into all business associate agreements;

WHEREAS, the HIPAA Rules provide that a covered entity is permitted to disclose protected health information to a business associate only if the covered entity has first obtained “satisfactory assurances,” in the form of a written contract requiring that the business associate will appropriately safeguard such protected health information;

WHEREAS, Teladoc Health will be providing Services described in the Agreement (“**Services**”);

WHEREAS, as part of performing the Services, Teladoc Health may be performing certain activities that are on behalf of Covered Entity and which create a business associate relationship between the Parties, thus necessitating a written contract that meets the applicable requirements of the HIPAA Rules

NOW THEREFORE, in consideration of the mutual promises contained herein, Covered Entity and Teladoc Health (each a “**Party**” and together the “**Parties**”) agree as follows:

Terms

1. Definitions.

Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in the Privacy Rule, the Security Rule (as both are defined below) and/or the security and privacy provisions of the ARR Act and the HITECH Act that are applicable to Teladoc Health along with any regulations issued by HHS with respect to the ARR Act and the HITECH Act that relate to the obligations of agents and subcontractors of Teladoc Health.

- (a) “**Covered Services**” shall mean, as applicable, the activities Teladoc Health performs on behalf of Covered Entity. Such activities may include identifying individuals eligible for the Services, engaging individuals to enroll in the Services, and performing a return-on-investment analysis. Once an individual is enrolled in the Services, Teladoc Health is a covered entity Provider. As such, the delivery of, and activities related to the delivery of the Services are not activities performed by Teladoc Health on behalf of Covered Entity.
- (b) **Electronic Protected Health Information** or **ePHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.
- (c) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- (d) “**Individual**” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (e) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (f) **Protected Health Information** or **PHI** shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Teladoc Health to perform the Covered Services.
- (g) “**Security Rule**” shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

2. Permitted Uses and Disclosures by Teladoc Health. Teladoc Health may use and disclose PHI only as follows:

- (a) Teladoc Health may use or disclose PHI in order to perform its obligations under the Agreement relating to providing the Covered Services.
- (b) Teladoc Health may use or disclose PHI as Required By Law.

- (c) Teladoc Health may use PHI for the proper management and administration of Teladoc Health or to carry out the legal responsibilities of Teladoc Health.
- (d) Teladoc Health may disclose PHI for the proper management and administration of Teladoc Health, provided that – (1) the disclosures are Required by Law, or (2) Teladoc Health obtains reasonable assurances from the entity to which the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies Teladoc Health of any instances of which it is aware in which the confidentiality of the information has been breached.
- (e) Teladoc Health may use PHI to provide data aggregation services to Covered Entity.
- (f) Teladoc Health may use PHI to create de-identified information as defined by 45 C.F.R. §164.514(b). The Parties agree that once PHI is de-identified, it is no longer subject to this BAA.
- (g) Teladoc Health may use PHI to create a limited data set as defined by 45 C.F.R. §164.514(e)(2) and use and disclose such limited data set pursuant to 45 C.F.R. §164.514(e)(1).
- (h) Teladoc Health may use and disclose PHI for research purposes pursuant to a HIPAA compliant authorization form from the Individual or as permitted by and pursuant to 45 C.F.R. §164.512(i).
- (i) Teladoc Health may disclose PHI at the direction of Covered Entity to any other vendors of Covered Entity that provide other services for or on behalf of Covered Entity. Covered Entity hereby agrees that it shall not request or permit Teladoc Health to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.
- (j) Teladoc Health agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45 C.F.R. § 164.502(b).
- (k) Subject to any form signed by an Individual prohibiting such Disclosure, Teladoc Health may provide to Plan Sponsor PHI, subject to the requirements of 45 C.F.R. § 164.504(f)(2), for the purpose of carrying out legitimate plan administration functions that the Plan Sponsor performs on behalf of Covered Entity. Plan Sponsor agrees it will only request PHI for legitimate plan administration functions.

3. Obligations and Activities of Teladoc Health. Teladoc Health agrees to:

- (a) not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.
- (b) use commercially reasonable and appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
- (c) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Teladoc Health agree to the same restrictions, conditions, and requirements that apply to Teladoc Health with respect to such information.
- (d) report, within thirty (30) days of becoming aware, to Covered Entity any use or disclosure of the PHI not provided for by this BAA, any Breaches of Unsecured PHI as required at 45 C.F.R. 164.410, and any successful Security Incident of which it becomes aware. Successful Security Incidents shall not include pings and other broadcast attacks on Teladoc Health's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.
- (e) mitigate, to the extent practicable, any harmful effect that is, or becomes, known of a use or disclosure of PHI by Teladoc Health or any of its employees, agents, contractors or subcontractors in violation of the requirements of this BAA, the Privacy Rule, ARR Act or HITECH Act.
- (f) implement and use appropriate policies and procedures for the identification and notification of Breach.
- (g) make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligation under 45 C.F.R. § 164.524. Teladoc Health will, at the request of the Individual or Covered Entity, provide a copy of PHI directly to the Individual or the Individual's designee.
- (h) make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under C.F.R. § 164.526.
- (i) maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- (j) comply with the requirements of Subpart E of 45 C.F.R. Part 164 to the extent Teladoc Health is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164.
- (k) make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of having the Secretary determine Covered Entity's compliance with the Privacy Rule. Teladoc Health shall have an annual HIPAA compliance audit conducted by an independent third party auditor and, upon request by Covered Entity, provide the results of such annual audit to Covered Entity. In the event of a Breach occurs, Teladoc Health will conduct an additional audit which shall be shared with Covered Entity at Covered Entity's request as confirmation the issue causing the Breach was remediated.

4. Obligations of Covered Entity.

- (a) To Inform of Privacy Practices and Restrictions:
 - (1) Covered Entity shall notify Teladoc Health in writing of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Teladoc Health's use or disclosure of PHI.
 - (2) Covered Entity shall notify Teladoc Health in writing of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Teladoc Health's use or disclosure of PHI.
 - (3) Covered Entity shall notify Teladoc Health in writing of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Teladoc Health's use or disclosure of PHI.
- (b) Representations by Covered Entity. Covered Entity represents that it has the right and authority to disclose PHI to Teladoc Health to enable Teladoc Health to perform its obligations and provide services to Covered Entity. Except as otherwise permitted in this BAA, Covered Entity shall not request that or permit Teladoc Health to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity will neither request nor require Teladoc Health to deliver any PHI to Covered Entity, plan sponsor, or a third party in violation of this BAA.

5. Term and Termination.

- (a) Term. This BAA shall take effect on the Effective Date and shall terminate when the Agreement terminates.
- (b) Termination for Cause. Both Parties agree that this BAA may be terminated by either Party upon breach of a material term of the BAA. The non-breaching Party shall:
 - (1) provide the breaching Party the opportunity to cure the breach or end the violation within fifteen (15) days; and
 - (2) if cure of such breach is not possible or if the breaching Party does not cure the breach or end the violation within fifteen (15) days, terminate the BAA.
- (c) Effect of Termination. Upon termination of this BAA for any reason, Teladoc Health shall:
 - (1) Retain only that PHI which is necessary for Teladoc Health to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Destroy the remaining PHI that Teladoc Health still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Teladoc Health retains the PHI;
 - (4) Not use or disclose the PHI retained by Teladoc Health other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 2(c) and 2(d) which applied prior to termination; and
 - (5) Destroy the PHI retained by Teladoc Health when it is no longer needed by Teladoc Health for its proper management and administration or to carry out its legal responsibilities.
- (d) Survival. The obligations of Teladoc Health under this section 5 shall survive the termination of this BAA.

6. Miscellaneous.

- (a) Regulatory References. Any reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third-Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor shall anything in the BAA be deemed to confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- (e) Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of New York.

VIRTUAL CARE SERVICES EXHIBIT

This **Virtual Care Services Exhibit** (the “**Exhibit**”) is entered into on **September 12, 2023** (“**Effective Date**”), by and between **Teladoc Health, Inc.** (“**Teladoc Health**”) and **Village of Tinley Park** (“**Employer**”), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **September 12, 2023** (“**Agreement**”), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the “**Parties**” and each individually as a “**Party**”.

I. Introduction

- A. Teladoc Health provides a suite of virtual care services, which includes mental health services as more fully described below (the “**MH Care Services**”), and has entered into a contract with one or more professional associations (collectively, the “**MH Care Provider**”) that employ and/or contract with various mental health practitioners, including psychiatrists, psychologists, clinical social workers, licensed professional counselors, mental health counselors, certified drug and alcohol abuse counselors, and marital and family therapists (each, a “**MH Care Practitioner**”), and for which Teladoc Health provides various operational and administrative services to the MH Care Provider. The MH Care Practitioners who are employed by, or under a contractual arrangement with, the MH Care Provider form a network that is designed to facilitate the provision of mental health visits via electronic exchange (“**MH Care Visit(s)**”). The arrangement between Teladoc Health and the MH Care Provider permits Teladoc Health to offer the MH Care Services to its customers that consist of: (a) a network of MH Care Practitioners who provide MH Care Visits; and (b) support for the operation and administration of that network, as further described herein.
- B. Employer desires to purchase the MH Care Services for use by certain of its employees (“**Employees**”) and their eligible dependents (“**Eligible Dependents**”) as an additional benefit in connection with Employer’s employee benefits program. “**Eligible Dependent**” means a “**dependent**,” as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as “**Member(s)**”.

II. Term and Termination

- A. Teladoc Health will provide the MH Care Services to Employer commencing on **January 1, 2024** (“**Start Date**”). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on the **first** anniversary of the Start Date (“**Initial Term**”), unless terminated earlier pursuant to **Section II(B)** below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended automatically on a year-to-year basis, unless either Party has given written notice to the other at least sixty (60) days prior to the scheduled expiration of the Exhibit of its election not to extend the Exhibit. Any extensions of this Exhibit past the Initial Term are referred to as “**Renewal Term**”. The Initial Term and any Renewal Terms of this Exhibit are collectively referred to as the “**Term**.”
- B. In addition to the termination provisions outlined in **Section 2** of the Agreement, either Party may terminate this Exhibit for convenience on each anniversary of the Start Date by providing 60 days’ advance written notice to the other Party.

III. MH Care Services

- A. During the Term, Teladoc Health will provide the MH Care Services described in this Exhibit.
- B. **MH Care Services for Members.** Teladoc Health will provide the following MH Care Services to Members:
 1. **The MH Care Practitioners:**
 - i. General: The MH Care Services include access to the MH Care Practitioners who provide MH Care Visits to Members by telephone or video conference in the MH Care Services’ service area. The MH Care Services offer Members ongoing access to mental diagnostic services, talk therapy, and prescription medication management, when appropriate. The MH Care Practitioners are selected and engaged by the MH Care Provider to provide mental health clinical intake assessments, ongoing talk therapy, and medication management in accordance with mental health protocols and guidelines that are tailored to the telehealth industry.
 - ii. Types and Selection: The MH Care Services are designed to allow the Member to select the type of MH Care Practitioner that will provide the MH Care Visit. The following types of MH Care Practitioners are available under the MH Care Services:
 - Psychiatrists (MD/DO);
 - Psychologists (PhD);
 - Counselors (Masters);
 - Clinical Social Workers (Masters);
 - Therapists (Marriage and Family) (Masters); and
 - Substance Abuse Counselors.
 - iii. Requirements: Each MH Care Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each MH Care Practitioner shall also be board certified in his/her field of practice as applicable, technologically proficient, trained in providing mental health counseling services, and covered by medical

malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the MH Practitioner practices.

2. The MH Care Visits:

- i. Prerequisites: In order for a Member to receive a MH Care Visit, the Member must complete a comprehensive medical history and an assessment that is specific to the MH Care Services. This medical history may be completed online or via the mobile app. If the Member fails to provide their comprehensive medical history, the Member will not have access to the MH Care Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a MH Care Visit. In order for a Member to receive a MH Care Visit, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form confirming an understanding that the MH Care Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the MH Care Services may be cancelled at any time without recourse by the Member.
- ii. Scheduling: Teladoc Health will provide the Member with information identifying each MH Care Practitioner's licensure, specialties, gender and language, and will provide sufficient biographical information on each MH Care Practitioner to allow the Member to select the MH Care Practitioner from whom the Member wishes to receive treatment. The Member may schedule MH Care Visits through Teladoc Health's website/mobile platform. When scheduling a subsequent MH Care Visit, the Member may choose to receive the MH Care Visit from a different MH Care Practitioner. Alternatively, a Member may choose the same MH Care Practitioner for any subsequent MH Care Visit. There are no limitations on the number of MH Care Visits a Member may receive.
- iii. Individual Sessions: The Initial MH Care Visit is expected to be 45 minutes in length on average, followed by requested subsequent visits. For visits conducted with a therapist other than a psychiatrist, subsequent requested visits are expected to be 45 minutes in length on average. Visits conducted by a Psychiatrist (subsequent to an initial visit with a Psychiatrist) will be shorter in length, for the purpose of a medication check-in (if applicable). Prior to each MH Care Visit, the Member will be required to complete a brief intake assessment. A MH Care Practitioner may determine that the treatment of a Member's particular mental health issue would be managed more appropriately through in-person therapy. In such a case, the MH Care Practitioner will encourage the Member to make an appointment for an in-person visit. Employer acknowledges that the terms of the MH Care Services do not apply to any in-person visits between a Member and a MH Care Practitioner.
- iv. Clarifications: Unlike General Medical Visits, the MH Care Visits:
 - are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a MH Care Visit with a MH Care Practitioner, and the MH Care Visit with a particular MH Care Practitioner must occur within a time period for which the MH Care Practitioner is scheduled to support the MH Care Services;
 - are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations; and
 - are currently not available to Members who are minors, except as provided herein.

3. MH Care Services for Adolescents: MH Care Visits are available for eligible dependents between the ages of 13-17 ("Adolescents"), subject to the following additional provisions:

1. MH Care Visits with a therapist other than a Psychiatrist are available for Adolescents (MH Care Visits with a Psychiatrist are not currently available for Adolescents);
2. A consent form must be signed by at least one parent/guardian of the Adolescent before the initial MH Care Visit can be scheduled for the Adolescent
3. An intake form must be completed before the initial MH Care Visit can be scheduled for the Adolescent; and
4. A parent/guardian must be present at the start and conclusion of the initial MH Care Visit for an Adolescent with a MH Care Practitioner.

4. Prescription Drug Formulary: The MH Care Services include a customized formulary of commonly-prescribed mental health medications (e.g., antidepressants, anti-anxiety, etc...). Medications may be prescribed only by MH Care Practitioners who are psychiatrists. Such MH Care Practitioners will generally issue a 30-day prescription, but may, in their discretion, issue a 90-day prescription. MH Care Practitioners will not prescribe DEA controlled substances or narcotics under the MH Care Services

C. MH Care Services for Employer. Teladoc Health will provide the following services to Employer.

1. Account Support. Teladoc Health will be available to Employer to assist with the following:

- Implementing the MH Care Services
- Launching the Member Engagement Package(s) described below, and monitoring its performance
- Providing assistance to Employer in answering questions and resolving issues
- Reviewing and explaining reporting

- Providing initial training for Employer's designated employees (e.g., *HR personnel*) at the time of implementation. Notwithstanding the foregoing, Employer acknowledges and agrees that if Employer requests Teladoc Health to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., Teladoc Health will charge additional fees for attendance as mutually agreed by the Parties.

2. **Reporting.** Teladoc Health will provide Employer with the following reporting:

- **Monthly** standard utilization and savings reporting package*
 - **Monthly** standard portfolio performance reporting package*
 - If Employer requests that Teladoc Health prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary for such non-standard reporting program development.
- *The information included in any such report to Employer will be de-identified (i.e., aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. **Communications & Member Engagement.** Fees include the following Member Engagement Package(s):

i. **Member Engagement Package:**

- Teladoc Health will provide a template description of the MH Care Services for use by the Employer to communicate the MH Care Services to Employees. Any changes or modifications to such template description, and any and all materials used by the Employer or its agents to describe the MH Care Services (other than the template descriptions provided by Teladoc Health), must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes Teladoc Health to communicate directly with the Members for the purpose of: (i) promoting the MH Care Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of Teladoc Health.
- Teladoc Health will perform the following Member Engagement activities (*including postage and processing costs, if applicable*):
 - **Eligibility Awareness:** Create and deploy Welcome and Onboarding communications on an ongoing basis.
 - **Benefit Education:** Ongoing benefit education communications (e.g. seasonal and reminder communications each year delivered by direct *mail*, email, and/or digital channels).
 - **Email Curriculum:** Monthly email curriculum targeting registered and non-registered Members using seasonally relevant themes.

Employer Responsibilities: Provide the Teladoc Health approved description of the MH Care Services to Employees. Cooperate with Teladoc Health in implementing the MH Care Services. Provide consistent contextual placement of content and messaging related to the MH Care Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc...) Provide Teladoc Health with timely and accurate contact information for Employees, including: Name (first, last, middle initial), mailing address, and email address.

IV. Eligibility and Fees

- A. **Eligibility Files.** By the **1st** day of each month, Employer, or its third party administrator, shall deliver to Teladoc Health an accurate file identifying the number of Employees eligible to utilize the MH Care Services in that month (the "**Eligibility File**") and their applicable contact information (including name, street address, and email address), in a format approved by Teladoc Health. If Employer, or its third party administrator, fails to deliver the Eligibility File by the **1st** day of the month, then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. Alternatively and as applicable, Employer may either provide Eligibility File information via Teladoc Health's Client Site portal, or via a Real Time Eligibility (RTE) process, as mutually agreed by the Parties. If Employer subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health may charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary to effect such modification.

B. **Fees.**

- Employer agrees to pay Teladoc Health the following fees (collectively, the "**Fee**"):
 - MH Care Services** (*Visits Included* pricing model):
 - There will be no additional PEPM Fees charged to the Employer for the MH Care Services, unless subsequently increased pursuant to the Utilization Target outlined below; and

- b. The MH Care Services include an assumption of up to **10%** annual utilization (the "Utilization Target"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by \$0.60 for each 5% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 5%. For example, where the Utilization Target for the current year is 50%, if actual annualized utilization in that year is 56%, the Utilization Target for the following year will be increased to 60% and the PEPM Fee for the following year will increase by \$1.20.
- c. The Fee is based on approximately **260** Employees in the Eligibility File each month.
- d. With 60 days' advance written notice to Employer, the PEPM Fees set forth above may be increased on each anniversary of the Start Date by five (5%) percent rounded to the nearest penny if the Teladoc Health book of business pricing is being increased as a result of overall book of business results, even if actual utilization does not exceed the Utilization Target.

C. Payment of Fees.

- 1. Teladoc Health will submit an invoice to Employer on the **4th** day of each month based on the Eligibility File delivered by Employer to Teladoc Health for that month ("**Invoice**"), and Employer agrees to pay such Invoice by the last day of that month. Notwithstanding the foregoing, should Employer determine an error was made in the Eligibility File, Employer may request a credit, not to exceed 5% of the monthly PEPM Fees paid by Employer to Teladoc Health for the corresponding month, as soon as practicable and in no event later than ninety (90) days after the end of the month to which the PEPM Fee pertains.
- 2. If applicable, Teladoc Health will submit an Invoice to Employer for MH Care Visit Fees on the **1st** day of each month with respect to Visit that occurred within the prior thirty (30) day period, and Employer agrees to pay such Invoice by the last day of that month; *provided, however*, that if claims are sent via EDI 837 file transfer, Teladoc Health will submit an 837 transaction file for any MH Care Visit Fee to the applicable healthcare payer.
- 3. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the MH Care Services via email to the following email address: **aschreck@tinleypark.org**.
- 4. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the MH Care Services until such amounts have been paid.

IN WITNESS WHEREOF, the Parties have caused this Exhibit to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		Village of Tinley Park	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

MENTAL HEALTH COMPLETE SERVICES ADDENDUM

This **Mental Health Complete Services Addendum** ("Addendum") is entered into on **January 1, 2024** ("Addendum Effective Date"), by and between **Teladoc Health, Inc.** ("Teladoc Health") and **Village of Tinley Park** ("Employer"), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated **September 12, 2023** ("Agreement") which includes a Virtual Care Services Exhibit (collectively, the "**Agreement**"), the terms and conditions of which are incorporated by reference into this Addendum. Teladoc Health and Employer shall be referred to herein as the "**Parties**" and each individually as a "**Party**".

I. Introduction

- A. Teladoc Health provides access to a suite of online health coaching programs, which includes the management of behavioral health, as more fully described below (the "**Mental Health Complete Services**"), and employs various coaches (each, a "**Chronic Condition Management Program Coach**"). The Mental Health Complete Services consist of the Included Products and Included Services as defined below. In providing the Mental Health Complete Services, Teladoc Health does not provide medical treatment, and the Mental Health Complete Services do not create or otherwise give rise to a provider-patient relationship.
- B. Employer desires to purchase the Mental Health Complete Services for use by certain of its employees ("**Employees**") and their eligible dependents ("**Eligible Dependents**") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "**Member(s)**." A Member may enroll in the Mental Health Complete Services as described below, and upon enrollment the Member shall thereafter be defined as a "**Participant**."

II. Term and Termination

- A. Teladoc Health will provide the Mental Health Complete Services to Employer commencing on the Addendum Effective Date. This Addendum commences on the Addendum Effective Date and will continue in force until the expiration of the Virtual Care Services Exhibit to the Agreement ("**Term**").

III. Mental Health Complete Services

- A. During the Term, Teladoc Health will provide the *Mental Health Complete Services* described in this Addendum.
- B. **Mental Health Complete Services for Participants.** Mental Health Complete Services is a virtual mental health product featuring a comprehensive personalized solution that addresses the full spectrum of mental health acuties. The innovative, evidence-based approaches incorporated into each level of care create an effective and scalable solution. Mental Health Complete Services include access to the web-based and mobile applications. Participants may follow guided pathways suggested in their personal plan or choose their own path of care. A wide range of evidence-based resources is available, from digital programs like short-form coping tools and condition-specific programs, to virtual care and licensed virtual care.
 1. Mental Health Complete - Included Services:
 - i. Access to the Teladoc Health mobile application and the Teladoc Health online platform. The platform will provide Participants aged 13 and above with access to a broad set of digital programs, and resources, as well as access to several human-led care options. For any Member between the ages of 13-17, a parent/guardian must enroll the Member in the Mental Health Complete Services.
 - ii. Through the onboarding and reassessment process, Participants will access the following:
 - a. Digital assessment: a broad, clinically-based assessment incorporates validated clinical questionnaires supplemented with contextual personal information.
 - b. Personal plan: the personalized plan defines the mix of care for the Participant based on the digital assessments.
 - c. Ongoing measurement-based care: digital content is continually refined based on as the Participant uses the app.
 - iii. A wide range of digital programs and resources include the following:
 - a. In the moment tools: recommended to Participants based on their needs.
 - b. Recommended digital content: a personalized mix of articles, videos, exercises - relevant to the plan's focus areas.
 - c. Structured digital courses: courses which utilize proven, evidence-based techniques to lead Participants through a defined curriculum. They cover the most common focus areas including depression and anxiety.
 - iv. Remote care, inclusive of the following:
 - a. 1:1 dedicated coach: asynchronous, chat-based guidance provides ongoing support and encouragement to optimize engagement.
 - b. Crisis Outreach (available to Participants aged 18 and above only): Proactive outreach from trained crisis managers for Participants who endorse high levels of distress.

- c. Live coaching session (available to Participants aged 18 and above only): A unique blend of live human guided coaching, supplemented with digital programming, with certified Chronic Condition Management Program coaches.
- d. Virtual Care Services - Mental Health Care. Mental Health Complete Services have an additional component as well, connecting Participants to Teladoc Health's Mental Health Care Services.
 - Teladoc Health's provision of Mental Health Care Services will be governed by the terms of the Virtual Care Services Exhibit entered into by the Parties.

C. Mental Health Complete Services for Employer. Teladoc Health will provide the following Mental Health Complete Services to Employer:

1. Account Support. Availability to Employer to assist with the following:
 - i. Implementing the Mental Health Complete Services;
 - ii. Launching the Member Engagement Package(s) described below, and monitoring its performance;
 - iii. Providing assistance to Employer in answering questions and resolving issues; and
 - iv. Reviewing and explaining reporting.
2. Reporting*. Providing Employer with the following reporting, in a HIPAA-compliant format:
 - i. Quarterly standard Participant Enrollment reporting package
 - ii. Quarterly standard Participant Satisfaction reporting package
 - iii. Quarterly standard Clinical Outcomes reporting package
 - iv. Monthly standard Portfolio Performance reporting package
 - i. If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary for such non-standard reporting program development.

*The information included in any such report will be de-identified (i.e., aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.
3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):
 - i. **Member Engagement Package:**
 - a. Teladoc Health will provide Employer with standard Mental Health Complete Services marketing assets.
 - b. Employer shall actively market the Mental Health Complete Services to eligible Members, and will encourage eligible Members to enroll in the Mental Health Complete Services.
4. Employer Responsibilities. Employer shall be responsible for and/or provide the following:
 - i. **Monthly Eligibility Information:** Within twenty (20) calendar days following the Addendum Effective Date and on a monthly basis thereafter, Employer, or its third-party administrator, shall deliver to Teladoc Health a complete list ("**Member Eligibility File**") of all eligible Employees in a format approved by Teladoc Health ("**Member Information**"). Employer understands it is the Employer's responsibility to secure Teladoc Health access to use such Member Information as set forth herein. Employer represents and warrants that it is authorized by Members to provide Member Information to Teladoc Health, and allow Teladoc Health to use the Member Information as follows: (i) pre-populate the Mental Health Complete Services enrollment system; (ii) assist Employer in marketing the Mental Health Complete Services to Members; and (iii) report to Employer to the extent set forth in this Addendum.
 - ii. In relation to Communications & Member Engagement, Employer shall provide the approved description of the Mental Health Complete Services to Employees; cooperate with Teladoc Health in implementing the Mental Health Complete Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc...).
 - iii. If Employer subsequently requests a modification to their method of delivering the Member Eligibility File or Member Enrollment File, Teladoc Health may charge the Employer an additional fee of two hundred twenty-five dollars (\$225) per hour, times that number of hours necessary to effect such modification.

IV. Mental Health Complete Services Fees

- A. "PEPM"** means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Addendum, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee eligible to enroll in the Mental Health Complete Services each month.
- B. Fees.** Employer agrees to pay Teladoc Health the following fees in connection with the Mental Health Complete Services.
1. **Mental Health Complete Services Fees.** Employer agrees to pay Teladoc Health the following fees in connection with the Mental Health Complete Services:
 - i. a recurring PEPM Fee of US **\$6.60** for each Employee eligible to enroll in the Mental Health Complete Services each month.

- ii.

When accessing MH Care Visits related to the Mental Health Care Services, Participants will be subject to the applicable MH Care Visit Fees or Utilization Target, as set forth in the Virtual Care Services Exhibit entered into by the Parties.
2. The fee(s) for Mental Health Complete Services are based on approximately **260** Employees in the Eligibility File each month.

V. Other Terms & Conditions

The terms and conditions set forth in the Agreement shall apply to the Mental Health Complete Services in the same manner that such sections apply to the Virtual Care Services.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Addendum Effective Date.

Teladoc Health, Inc.		Village of Tinley Park	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date



Kirby School District 140
16931 S. Grissom Drive, Tinley Park, IL 60477
708-532-6462 | ksd140.org

August 28, 2023

Ms. Hannah Lipman, Interim Treasurer
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

Dear Ms. Lipman:

We are aware of the limited construction activities that generate impact fees. However, periodically we will request payout of impact fees collected on behalf of the School District. Our last request was in January 2023.

Thank you for your attention regarding this matter.

Sincerely,

Michael L. Andreshak
Director of Business Services

MLA:tm

84 5/6 - 23105
84 5/6 - 23106
Total
Vendor 005384
200⁰⁰ Thru Aug
11,400⁰⁰
11,600⁰⁰ ✓
5 Sep 2023

VILLAGE OF TINLEY...
RAFFLE LICENSE APPLICATION

Date: _____

1. Organization name: _____

2. Organization address: _____

3. Mailing address if different from above:
_____4. Check type of not-for-profit organization (*must be in existence for a period of five years and attached documentary evidence*):☐ Religious☐ Charitable☐ Labor☐ Fraternal☐ Educational☐ Veterans☐ Business

5. How long has the organization been in existence: _____

6. Place and date of incorporation: _____

7. Number of members in good standing: _____

8. President/chairperson: _____

Address: _____

Phone: _____ Email: _____

9. Raffle manager: _____

Address: _____

Phone: _____ Email: _____

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

Name: _____

Address: _____ Phone: _____

Name: _____

Address: _____ Phone: _____

11. License delivery option (check all that apply):

☐ By regular U.S. mail to the organization mailing address☐ By electronic mail, please provide email address: _____

12. Date(s) for raffle ticket sales (include days of the week): _____

13. Location of ticket sales: _____

14. Name and address of location for determining winners:

15. Date(s) for determining winners (include days of the week):

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ _____

17. Maximum retail value of each prize: \$ _____

18. Maximum price charged of each ticket (chance) sold: \$ _____

19. Is this a queen of hearts raffle? ☐ No ☐ Yes

20. § 132.38 Fidelity Bond Required

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

☐ Fidelity bond ☐ Waiver of bond statement by organization

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: _____

Executive Director: _____

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

RAFFLE LICENSE APPLICATION

Date: 9/5/231. Organization name: American Legion Post 6152. Organization address: 17423 67th CT

3. Mailing address if different from above:

4. Check type of not-for-profit organization (must be in existence for a period of five years and attached documentary evidence):

☐ Religious☐ Charitable☐ Labor☐ Fraternal☐ Educational☒ Veterans☐ Business5. How long has the organization been in existence: 100 yrs

6. Place and date of incorporation: _____

7. Number of members in good standing: _____

8. President/chairperson: Bill McNellisAddress: 17423 67th CTPhone: [REDACTED] Email: Commander@Post615.com9. Raffle manager: Glendora LynchAddress: 17423 67th CT

Phone: [REDACTED] Email: _____

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

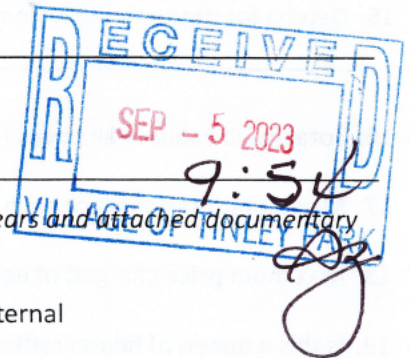
Name: Norm PettinAddress: 17423 67th CT

Phone: [REDACTED]

Name: Glendora LynchAddress: 17423 67th CT

Phone: [REDACTED]

11. License delivery option (check all that apply):

☒ By regular U.S. mail to the organization mailing address☐ By electronic mail, please provide email address: _____12. Date(s) for raffle ticket sales (include days of the week): Party

13. Location of ticket sales: 17423 67th CT
14. Name and address of location for determining winners:
American Legion 17423 67th CT
15. Date(s) for determining winners (include days of the week):

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ _____
17. Maximum retail value of each prize: \$ _____
18. Maximum price charged of each ticket (chance) sold: \$ _____
19. Is this a queen of hearts raffle? ☐ No ☒ Yes
20. § 132.38 Fidelity Bond Required

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

☐ Fidelity bond ☒ Waiver of bond statement by organization

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: American Legion Post 615

Executive Director: Bill McNellis

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

SEND

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Voucher List
Village of Tinley Park

Page: 1

Bank code : ap ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
82523	8/25/2023	004646 HOME DEPOT	WM44483376		MILWAUKEE CORDLESS TOOL KIT 36-00-000-74183	2,996.00
Total :						2,996.00
1 Vouchers for bank code : ap_ff						Bank total : 2,996.00

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Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203745	9/8/2023	020617 ADAMS, JILLIAN	090923.		FARMER'S MARKET MUSICIAN 9/9/ 01-35-000-72923	25.00
					Total :	25.00
203746	9/8/2023	002856 AIRY'S, INC	28106		CONSTRUCTION OF BOOSTER ST, 26-00-000-75708	363,672.00
			28107	VTP-020149	POST 5 IMPROVEMENTS	
			28111	VTP-018759	61-00-000-75324	241,433.14
				VTP-020124	LAGRANGE ROAD WATERMAIN EX 26-00-000-75708	255,598.33
					Total :	860,703.47
203747	9/8/2023	002682 AMERICAN LEGAL PUBLICATION	27672		AUGUST 2023 S-37 EDITING 01-13-000-72791	28.00
			27798		AUGUST 2023 - S-37 FOLIO/INTERI 01-13-000-72791	1.95
					Total :	29.95
203748	9/8/2023	016616 AMERICAN MEDICAL RESPONSE	10978		EMS SERVICE AGREEMENT 8/1-8/3 01-21-000-72856	45,590.98
					Total :	45,590.98
203749	9/8/2023	002628 AMERICAN WATER	090123		SEWER TREATMENT SERVICE - BF 64-00-000-73225	67,999.50
					Total :	67,999.50
203750	9/8/2023	002470 AMPEST EXTERMINATION LLC	6861		REMOVE HORNETS NET FROM PK 01-26-023-72790	195.00
			6879		REMOVE WASP NEST - NOT LOCA 01-26-023-72790	95.00
					Total :	290.00
203751	9/8/2023	002665 APPLE CHEVROLET	403805		HOSE - EMA #671 01-21-000-72540	131.75
			403811		TEE - EMA #671 01-21-000-72540	55.96
			403943		BRACKET FOR 2022 BLAZER - RV #	

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Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203751	9/8/2023	002665 APPLE CHEVROLET	(Continued)		01-26-024-72540	21.21
					Total :	208.92
203752	9/8/2023	014936 AQUAMIST PLUMBING & LAWN	125268	VTP-019981	IRRIGATION	995.00
			125268.		01-26-023-72790	1,496.06
					REPAIRS - ZONE 6 REPLACED 1 LE	
					01-26-023-72790	
					Total :	2,491.06
203753	9/8/2023	020986 ARIES CHARTER TRANSPORTATION	99936	VTP-020250	ALE TRAIL TROLLEYS 9-20-23	2,800.00
					01-35-100-72790	
					Total :	2,800.00
203754	9/8/2023	020986 ARIES CHARTER TRANSPORTATION	99937	VTP-020249	ALE TRAIL TROLLEY 9-27-23	2,800.00
					01-35-100-72790	
					Total :	2,800.00
203755	9/8/2023	018219 AXON ENTERPRISE, INC.	INUS180845	VTP-020228	TASERS	34,754.20
					01-17-220-74628	
					Total :	34,754.20
203756	9/8/2023	020616 BAUMAN, ALYSON	090923		FARMER'S MARKET MUSICIAN 9/9/	25.00
					01-35-000-72923	
					Total :	25.00
203757	9/8/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230082		SEMI TRUCK TIME FOR HAULING S	318.75
					01-26-023-72890	468.56
					60-00-000-73681	52.06
					63-00-000-73681	223.13
					64-00-000-73681	
			230083		SEMI TRUCK TIME FOR HAULING S	281.25
					01-26-023-73860	354.38
					60-00-000-73860	39.38
					63-00-000-73860	168.75
					64-00-000-73860	93.74
					70-00-000-73860	

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203757	9/8/2023	002974	002974 BETTENHAUSEN CONSTRUCTION (Continued)		Total :	2,000.00
203758	9/8/2023	015199	CHICAGO PARTS & SOUND LLC		OE STYLE OIL FILTER - WATER #1	
					60-00-000-72540	5.79
					63-00-000-72540	1.93
					64-00-000-72540	3.32
			2J0004358		EMERGENCY EQUIPMENT FOR (5)	
				VTP-019833	30-00-000-74220	13,961.00
			3-0057379		CAB FILTER - POLICE UNIT #2C	
					01-17-205-72540	26.50
			3-0057381		BRAKE PADS, ROTOR RR - POLICE	
					01-17-205-72540	350.20
			3-0057393		ROTOR BRAKE, PAD SET, ROTOR	
					01-17-205-72540	368.33
			3-0057426		PURGE VALVE - POLICE RB 1SAM	
					01-17-205-72540	41.79
			3-0057452		PRIME GUARD 5W30 DEX OIL - PO	
					01-17-205-72540	29.22
					Total :	14,788.08
203759	9/8/2023	017349	CHICAGO STREET CCDD, LLC		DUMP FEE 8/22/23 & 8/24/23	
					01-26-023-72890	800.00
					Total :	800.00
203760	9/8/2023	018325	CHICAGO TRIBUNE COMPANY LLC		ACCT #74072186 DAILY SOUTHTOV	
					01-14-000-72720	112.99
					Total :	112.99
203761	9/8/2023	013820	CINTAS CORPORATION		MATS - PW	
					01-26-025-72790	440.21
			4166702903		MATS - PD	
					01-26-025-72790	190.40
					Total :	630.61
203762	9/8/2023	013878	COMED - COMMONWEALTH EDISON		ACCT#2777112019 175TH & SANDL	
					01-26-023-72510	217.41
			3214011009		ACCT#3214011009 16853 LAKEWO	

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Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203762	9/8/2023	013878 COMED - COMMONWEALTH EDISON	(Continued)			
			8363023007		64-00-000-72510	183.54
					ACCT#8363023007 179TH ST & 82N	
					60-00-000-72510	174.61
					63-00-000-72510	174.61
					Total :	750.17
203763	9/8/2023	012410 CONSERV FS, INC.	66055575		CONSERV FS SUNNY GLAMOUR C	
					01-26-023-73680	142.50
					Total :	142.50
203764	9/8/2023	020999 COOK COUNTY TREASURER	2023-2		MAINTENANCE OF TRAFFIC SIGNA	
					01-26-024-72775	5,939.13
					70-00-000-72775	836.00
					Total :	6,775.13
203765	9/8/2023	018234 CORE & MAIN LP	T109397	VTP-020125	POST 2 CHECK METERS	
			T450278		60-00-000-74175	20,602.00
					HYMAX 2 FLIP COUPLING - EMERG	
					60-00-000-73630	531.27
					63-00-000-73630	59.04
					64-00-000-73630	252.99
			T464887		4 SS TILE PROBE 636	
					60-00-000-73410	302.98
					63-00-000-73410	33.66
					64-00-000-73410	144.29
					Total :	21,926.23
203766	9/8/2023	016070 CR SCHMIDT INC.	4131		REPAIRS AT OAK PARK AVE METR/	
					01-26-025-72520	5,820.00
					Total :	5,820.00
203767	9/8/2023	017650 CRASH CHAMPIONS LLC-MOKENA	576001358		2018 FORD POLICE INTERCEPTOR	
					01-17-205-72540	4,938.57
					Total :	4,938.57
203768	9/8/2023	021156 DANIKOWSKI, RYAN	090923		FARMER'S MARKET MUSICIAN - INI	

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203768	9/8/2023	021156 DANIKOWSKI, RYAN	(Continued)		01-35-000-72923	25.00
					Total :	25.00
203769	9/8/2023	020614 DOMALIK, KAROL	090923		FARMER'S MARKET MUSICIAN 9/9/ 01-35-000-72923	25.00
					Total :	25.00
203770	9/8/2023	004152 ECOLAB PEST ELIMINATION INC.	3217487		COCKROACH/RODENT PROGRAM 01-26-025-72790	607.85
			3217488		COCKROACH/RODENT PROGRAM 01-26-025-72790	86.48
					Total :	694.33
203771	9/8/2023	019561 ENDLESS COMMUNICATIONS USA LLC	DG-2176		PUSH TO TALK LTE DATA RADIO S\	
					01-42-000-72550	45.74
					Total :	45.74
203772	9/8/2023	004176 FEDEX (FEDERAL EXPRESS)	8-239-47019		ACCT#2022-6845-2 SHIPPING COS	
					01-14-000-72110	60.19
					Total :	60.19
203773	9/8/2023	015058 FLEETPRIDE	110830060		FUEL CARTRIDGE - STREET STOC	
					01-26-023-72540	274.20
					Total :	274.20
203774	9/8/2023	002877 G. W. BERKHEIMER CO., INC.	7452831		KEY PLEAT MERV8 - FIRE STATION	
			7452851		01-26-025-72520	69.30
			7452864		MERV8 AB REPLACEMENT - FIRES	
					01-26-025-72520	338.10
					RETURN FILTERS - KEY PLEAT MEI	
				g	01-26-025-72520	-69.30
					Total :	338.10
203775	9/8/2023	020615 GOETZ, WILLIAM RICHARD	090923		FARMER'S MARKET MUSICIAN - INI	
					01-35-000-72923	25.00
					Total :	25.00

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Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203776	9/8/2023	004538 GOLDY LOCKS INC	41983423		DOUBLE KUT DUPLICATE KEY 01-26-025-73840	7.50
					Total :	7.50
203777	9/8/2023	004438 GRAINGER	9823916490		CLEANER AND POLISH 16OZ AERC 01-26-025-73580	101.82
					Total :	101.82
203778	9/8/2023	014491 HANSEN DOOR INC.	12240		LOCATION: W-E-2-F-W-D FIRE STA 01-26-025-72520	548.06
					Total :	548.06
203779	9/8/2023	001487 HOMEWOOD DISPOSAL SERVICE	8467999		HWD TSF GARBAGE TONS TKT#10 01-26-023-72890	2,363.25
					Total :	2,363.25
203780	9/8/2023	005161 IL TACTICAL OFFICERS ASSN	05384		REGISTRATION FOR ITOA FALL CC 01-17-205-72170	1,130.00
			05404		REG - MULTIPLE ASSAULT COUNTI 01-17-220-72140	615.00
					Total :	1,745.00
203781	9/8/2023	020216 JANUSZYK, KENNETH	090523		BAG PIPE PERFORMANCE FOR 9/1 01-35-000-72923	200.00
					Total :	200.00
203782	9/8/2023	005384 KIRBY SCHOOL DISTRICT # 140	082823		KIRBY SCHOOL DIST 140 IMPACT F 84-00-000-23105	200.00
					84-00-000-23106	11,400.00
					Total :	11,600.00
203783	9/8/2023	013499 LION GROUP, INC.	300021804		KNEE PADS 01-19-000-74619	914.00
					Total :	914.00
203784	9/8/2023	007100 M. E.SIMPSON COMPANY, INC	40865		LEAK LOCATION SERVICE 7230 17 60-00-000-72513	286.13
					63-00-000-72513	95.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203784	9/8/2023	007100 M. E.SIMPSON COMPANY, INC	(Continued)		64-00-000-72513	163.50
					Total :	545.00
203785	9/8/2023	020322 MASTER AUTO SUPPLY	15030-134497		ALTERNATOR-RMFD - POLICE #CS	
			15030-134548		01-17-205-72540	230.01
			15030-134549		BRAKE PADS, PAINTED ROTOR, TI	200.87
					01-17-205-72540	
					CQ CLAY OIL ABSORBNT - SPECIAL	
					60-00-000-73840	11.19
					63-00-000-73840	11.19
					64-00-000-73840	9.59
					01-26-023-73840	31.97
					01-26-024-73840	15.98
			15030-134557		CALIPER - POLICE #12DZ	
			15030-134563		01-17-205-72540	142.46
					CALIPER - VENDOR ZAC SPECIAL	
					01-17-205-72540	142.46
					Total :	795.72
203786	9/8/2023	019338 MCGILL CONSTRUCTION CO LLC	2023-0168		17-R0296.04 OAK PARK AVENUE SI	
				VTP-020235	18-00-000-75200	447,348.47
					Total :	447,348.47
203787	9/8/2023	005645 MEADE ELECTRIC COMPANY INC.	705542		TRAFFIC SIGNAL MAINTENANCE -	
					01-26-024-72775	580.94
					Total :	580.94
203788	9/8/2023	006074 MENARDS	44547		ACCT# 30860257 - ADJUSTABLE PI	
					01-26-025-73410	5.99
					Total :	5.99
203789	9/8/2023	008534 NAVAS, DINA	083123		REIM: NATIONAL NIGHT OUT EXPE	
					01-17-215-73600	130.00
					Total :	130.00
203790	9/8/2023	015723 NICOR	06821610000		ACCT#06821610000 METER 276933	

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203790	9/8/2023	015723 NICOR	(Continued)		60-00-000-72511	18.97
					63-00-000-72511	18.97
					64-00-000-72511	16.28
			09977410001		ACCT#09977410001 METER#51468	
					01-26-025-72511	210.73
			12213610004		ACCT#12213610004 METER#50313	
					01-26-025-72511	193.06
					Total :	458.01
203791	9/8/2023	021101 NORTHWESTERN MEDICINE	542713		OCCUPATIONAL HEALTH SERVICE	
				VTP-020247	01-14-000-72446	65.00
					Total :	65.00
203792	9/8/2023	021106 P4 SECURITY SOLUTIONS LLC	12066		OFF DUTY LAW ENFORCEMENT O	
					01-35-000-72923	16,200.00
			12067		EQUIPMENT - MAGNETOMETERS -	
					01-35-000-72923	7,200.00
			12069		OFF DUTY LAW ENFORCEMENT O	
					01-35-000-72923	9,040.00
			12071		OFF DUTY LAW ENFORCEMENT O	
					01-35-000-72923	9,040.00
					Total :	41,480.00
203793	9/8/2023	006475 PARK ACE HARDWARE	071227/1		CUST# 891431 UNION GALV 2", NII	
					60-00-000-73630	26.99
					63-00-000-73630	2.99
					64-00-000-73630	12.87
			071242/1		CUST# 891431 BARTY LI-ION 20VM	
					60-00-000-73630	117.43
					63-00-000-73630	13.04
					64-00-000-73630	55.93
			071243/1		CUST# 891431 - EXT. MAGNETIC P	
					60-00-000-73410	4.02
					63-00-000-73410	0.44
					64-00-000-73410	1.91
					60-00-000-73630	7.04

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203793	9/8/2023	006475 PARK ACE HARDWARE	(Continued)			
					63-00-000-73630	0.78
					64-00-000-73630	3.39
			71225/1		CUST#891431 - NIPPLE GALV 2" X	
					60-00-000-73630	7.55
					63-00-000-73630	0.83
					64-00-000-73630	3.61
			71236/1		CUST#89143 - PIC GANG STRIP ME	
					60-00-000-73110	7.64
					63-00-000-73110	0.84
					64-00-000-73110	3.64
					01-26-023-73110	12.14
					01-26-024-73110	6.11
			71241/1		CUST# 891431 - CREDIT RETURN -	
					60-00-000-73630	-17.63
					63-00-000-73630	-1.95
					64-00-000-73630	-8.41
					Total :	261.20
203794	9/8/2023	017268 PETERSON JOHNSON & MURRAY	140014		4130.0001 LEGAL SVC VTP GENER	
					01-14-000-72850	9,652.50
			140015		4130.0003 LEGAL SVC FOIA THRU	
					01-14-000-72857	1,720.00
			140016		4130.0018 LEGAL SVC OAK PARK A	
					17-00-000-72850	540.00
			140017		4130.0022 LEGAL SVC NEW BREMI	
					27-00-000-72850	15,870.00
			140018		4130.0025 LEGAL SVC TP 2019 NO	
					01-14-000-72850	860.00
			140019		4130.0031 LEGAL SVC TP EMINEN	
					27-00-000-72850	1,161.00
			140020		4130.0037 SVC FOR BRIXMOOR DE	
					28-00-000-72850	1,080.00
			140021		4130.0039 LEGAL SVC VOLLMER H	
					01-14-000-72850	900.00
			140022		4130.0057 TINLEY PARK PUSH TAX	
					01-14-000-72850	11,470.25

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203794	9/8/2023	017268 PETERSON JOHNSON & MURRAY	(Continued) 140023		4131.0001 LEGAL SVC VTP GENER 01-14-000-72855	580.50
			140024		4160.0001 LEGAL SVC VPT PROSE 01-14-000-72858	4,106.50
					Total :	47,940.75
203795	9/8/2023	021013 PRIMUS ELECTRONICS CORPORATION	1023460		RFU-620 ADAPTER/ RFU-621 ADAP 30-00-000-75812	110.90
					Total :	110.90
203796	9/8/2023	006361 RAY O' HERRON CO INC	2291551		NEW HIRE - LUKE HOOK UNIFORM 01-17-220-73610	1,050.62
			2292502	VTP-020214	AMMUNITION 01-17-220-73760	9,855.00
			2292801		POLICE VEST - HI-VIS - L-XL 01-17-220-73610	62.99
					Total :	10,968.61
203797	9/8/2023	006974 RINGHOFER, WILLIAM	090623		FY24 BENEFIT REIMBURSEMENT 01-14-000-72435	720.38
				VTP-019964		Total : 720.38
203798	9/8/2023	016334 RUSH TRUCK CENTERS	3033955950		KT SHOE, KIT BRAKE SHOES W/H/ 01-26-023-72540	155.28
					Total :	155.28
203799	9/8/2023	007092 SAUNORIS	729002		SOD 01-26-023-73680	926.00
			729003	VTP-020175	PALLET REFUND - PO VTP-020175 01-26-023-73860	-72.00
					Total :	854.00
203800	9/8/2023	019401 SHAIBI, HEMZA	081023		REIM: LUNCH AT TRI-RIVER POLICE 01-17-220-72140	15.00
					Total :	15.00
203801	9/8/2023	012256 SIGNIFICANT DIGITS, INC.	23DM-002B-155		ANNUAL LICENSING FEE SD READ	

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203801	9/8/2023	012256 SIGNIFICANT DIGITS, INC.	(Continued)		60-00-000-72655	409.50
					63-00-000-72655	45.50
					64-00-000-72655	195.00
					Total :	650.00
203802	9/8/2023	020405 SIMPSON, NICOLE	083123		COMMISSIONED ARTWORK FOR B	
					01-35-000-72923	300.00
					Total :	300.00
203803	9/8/2023	020680 SPEEDWAY LLC	3000009963		AUGUST '23 PD CAR WASH	
					01-17-205-72540	363.00
					Total :	363.00
203804	9/8/2023	007224 STANDARD EQUIPMENT COMPANY	P44575	VTP-020190	STREET SWEEPER PARTS	
					01-26-023-72540	1,054.79
					01-26-023-72540	13.79
					Total :	1,068.58
203805	9/8/2023	012238 STAPLES BUSINESS ADVANTAGE	3546016446		STAPLES, AVERY INK LABEL, HANC	
					01-17-205-73110	89.83
			3546016447		HP 202A BLACK INK	
					01-17-205-73110	117.28
					Total :	207.11
203806	9/8/2023	014793 STS TOWING	09854		TOWING - EMA UNIT #674	
					01-21-000-72540	65.00
					Total :	65.00
203807	9/8/2023	010139 SULLIVAN, KEITH	082923		REIM: HOTEL WASHINGTON DC -	
					01-17-220-72140	645.85
					Total :	645.85
203808	9/8/2023	007297 SUTTON FORD INC./FLEET SALES	586551		ARM ASSY - WIPER - POLICE 1-2S/	
					01-17-205-72540	60.72
			586961		SENSOR ASSY - #92 STREET	
					01-26-023-72540	22.66

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203808	9/8/2023	007297	007297 SUTTON FORD INC./FLEET SALES (Continued)		Total :	83.38
203809	9/8/2023	000645	TED'S GREENHOUSE INC		WATERING OF BENCHES ON THE , 01-35-000-72923	331.00
					Total :	331.00
203810	9/8/2023	007886	THEODORE POLYGRAPH SERVICE		PRE-EMPLOYMENT - MIGUEL GUE 01-41-040-72846	200.00
			8320		PRE-EMPLOYMENT - ROBERT MCE 01-41-040-72846	200.00
					Total :	400.00
203811	9/8/2023	021158	THOMPSON, JAKE		REIM: LUNCHES DURING BASIC F 01-17-220-72140	75.00
					Total :	75.00
203812	9/8/2023	007930	TRANS UNION		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	308.65
					Total :	308.65
203813	9/8/2023	014510	TRUGREEN		LAWN TREATMENT - POLICE STATI 01-26-023-72881	70.00
				VTP-019985	Total :	70.00
203814	9/8/2023	002176	UNITED STATES POSTAL SERVICE		SEPTEMBER '23 WATER BILLS 60-00-000-72110	2,236.44
					64-00-000-72110	958.47
					Total :	3,194.91
203815	9/8/2023	011904	UPS		SHIPPING COSTS 60-00-000-72110	17.06
					64-00-000-72110	7.31
					Total :	24.37
203816	9/8/2023	011416	VERIZON WIRELESS		ACCT#442345192-00001 WATER RE 60-00-000-72127	22.51
					63-00-000-72127	22.51
					64-00-000-72127	19.30

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203816	9/8/2023	011416011416	VERIZON WIRELESS	(Continued)		Total : 64.32
203817	9/8/2023	006362	VILLAGE OF OAK LAWN	8250	2022 GO BONDS 6/1/23 810-8130-8 60-00-000-73221	92,271.01
						Total : 92,271.01
73 Vouchers for bank code : apbank						Bank total : 1,747,926.98
74 Vouchers in this report						Total vouchers : 1,750,922.98

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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203820	9/15/2023	010955 AT & T LONG DISTANCE	827776689		CORPORATE ID931719 LB TIP LINE 01-17-225-72120	92.22
					Total :	92.22
203821	9/15/2023	015867 ADVANCED COMMUNICATIONS, INC	16589	VTP-020107	AMPLIFIER REPLACEMENT 01-26-025-72530	1,353.00
					Total :	1,353.00
203822	9/15/2023	002734 AIR ONE EQUIPMENT, INC	191143		HAIX: FIRE HUNTER USA STRUCTL 01-19-000-74619	270.00
					Total :	270.00
203823	9/15/2023	002668 AMERICAN FAMILY LIFE ASSUR. CO	238581	VTP-020219	FY24 CRITICAL INSURANCE BENEI 01-14-000-72435	140.30
					Total :	140.30
203824	9/15/2023	002470 AMPEST EXTERMINATION LLC	7039		REMOVAL OF HORNETS NEST & T 01-26-023-72790	175.00
					Total :	175.00
203825	9/15/2023	003166 B & J TOWING AND AUTO REPAIR	23221		SAFETY INSPECTION 8/3/23 01-26-023-72266 60-00-000-72266 63-00-000-72266 64-00-000-72266	175.00 37.45 37.45 32.10
					Total :	282.00
203826	9/15/2023	010953 BATTERIES PLUS - 277	P65292021		1.5V IND AA ALK DURPC 1500, PC1 01-19-000-73110	33.12
					Total :	33.12
203827	9/15/2023	018807 BAXTER & WOODMAN INC	0248803		0190816.60 LAGRANGE RD UTILITY 26-00-000-75707	591.20
					Total :	591.20
203828	9/15/2023	021116 BENS SOFT PRETZELS	071523		STAFF MEAL VOUCHERS - 2023 BL 01-35-000-72923	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203828	9/15/2023	021116 021116 BENS SOFT PRETZELS	(Continued)		Total :	60.00
203829	9/15/2023	015212 BETTENHAUSEN AUTOMOTIVE	J54289	VTP-020252	2023 JEEP CHEROKEE (2) 30-00-000-74220	40,800.00
			J54290	VTP-020254	2023 JEEP CHEROKEE (1) 30-00-000-74220	40,800.00
					Total :	81,600.00
203830	9/15/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230084		SEMI TRUCK TIME FOR HAULING S 01-26-023-72890	318.75
					60-00-000-73681	468.56
					63-00-000-73681	52.06
					64-00-000-73681	223.13
					Total :	1,062.50
203831	9/15/2023	002923 BLACK DIRT INC.	5570	VTP-020161	BLACK DIRT FOR LAWN RESTORA 01-26-023-73680	850.00
			5570.		BLACK DIRT FOR LAWN RESTORA 60-00-000-73680	126.00
					63-00-000-73680	14.00
					64-00-000-73680	60.00
					Total :	1,050.00
203832	9/15/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0	VTP-019962	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	6,563.00
					Total :	6,563.00
203833	9/15/2023	019214 BLUE CROSS BLUE SHIELD OF IL	ILLB1212	VTP-019963	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	2,757.61
					Total :	2,757.61
203834	9/15/2023	003406 CDS OFFICE TECHNOLOGIES	INV1558803		I-PRO ICV POWER/TRIGGER DISTI 01-17-220-72567	457.22
					Total :	457.22
203835	9/15/2023	014026 CHANDLER SERVICES CORPORATION	29542		STICKING DOOR REPAIR - LABOR 01-19-000-72540	139.10
			29543		TRAVEL TO FIREHOUSE TO REPAI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203835	9/15/2023	014026 CHANDLER SERVICES CORPORATION	(Continued)			
			29551		01-19-000-72540 PIERCE VELOCITY - UNIT T46 - DO	139.10
			29552		01-19-000-72540 PIERCE VELOCITY UNIT T46 - REA	8,738.02
			29553		01-19-000-72540 PIERCE VELOCITY UNIT T46 - DO	9,791.84
					01-19-000-72540	8,643.08
					Total :	27,451.14
203836	9/15/2023	015199 CHICAGO PARTS & SOUND LLC	1CR0065052		RETURN - SCRAP BATTERY BLDG	
			3-0056810		01-33-300-72540 BATTERY, CORE - BLDG UNIT #75	-11.00
			3-0056811		01-33-300-72540 OIL FILTER - BLDG UNIT #75	124.31
			3-0056813		01-33-300-72540 AIR FILTER - BLDG #75	7.28
			3-0057031		01-33-300-72540 PRIME GUARD - BLDG #75	9.77
			3-0057300		01-33-300-72540 PAD SET, ROTOR RR - FIRE #1901	29.22
			3-0057451		01-19-000-72540 GUARD SYN - EMA #671	249.50
			3-0057467		01-21-000-72540 OE STYLE OIL FILTER - POLICE 2C	29.22
			3-0057505		01-17-205-72540 OIL FILTER, CABIN FILTER - POLIC	11.04
			3-0057524		01-17-205-72540 ROTOR RR, PAD SET, ROTOR FRT	16.13
			3-0057525		01-17-205-72540 OIL FILTER, AIR FILTER - POLICE S	289.83
			3-0057562		01-17-205-72540 CAB FILTER - WATER 18/84/88	249.21
					60-00-000-72540	36.12
					63-00-000-72540	12.04
					64-00-000-72540	20.63
			3-0057570		PAD SET, DISC BRAKE ROTOR - EI	

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203836	9/15/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)		01-26-024-72540	247.98
					Total :	1,321.28
203837	9/15/2023	017349 CHICAGO STREET CCDD, LLC	24902		DUMP FEE 8/31/23 01-26-023-72890	400.00
					Total :	400.00
203838	9/15/2023	018198 CHICAGOLAND INVESTIGATIVE SERV	5943	VTP-019988	FY24 PREEMPLOYMENT BACKGR 01-14-000-72446	1,595.70
					Total :	1,595.70
203839	9/15/2023	013820 CINTAS CORPORATION	4167057572		MATS - VH 01-26-025-72790	268.25
					Total :	268.25
203840	9/15/2023	011428 CITY OF COUNTRY CLUB HILLS	E76ME75X		VIOLATION TICKET #E76ME75X 8/2 01-21-000-73870	100.00
					Total :	100.00
203841	9/15/2023	003333 COLLEGE OF LAKE COUNTY	15801-1		PCJI 10-001 POLICE EVIDENCE TE 01-17-205-72140	2,930.00
					Total :	2,930.00
203842	9/15/2023	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173 01-19-000-72517	105.94
			8771401810784702		ACCT#8771401810784702 7825 167 01-19-000-72517	101.51
					Total :	207.45
203843	9/15/2023	012410 CONSERV FS, INC.	66055629		CONSERV FS SUNNY CLAMOUR C 01-26-023-73680	142.50
			66055630		CONSERV FS SUNNY GLAMOUR C 60-00-000-73680	124.42
					63-00-000-73680	13.82
					64-00-000-73680	59.26
					Total :	340.00

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203844	9/15/2023	018234 CORE & MAIN LP	T481042		GASKET CAP, LUBE 1QT WATER/S	
					60-00-000-73630	83.22
					63-00-000-73630	9.24
					64-00-000-73630	39.64
			T483417		4 MJ CAP, MEGALUG 1 1104 DI KIT	
					60-00-000-73630	63.56
					63-00-000-73630	7.09
					64-00-000-73630	30.25
			T498410		SENSUS ANNUAL RNI SAAS FEE YI	
					60-00-000-72655	14,721.84
					63-00-000-72655	1,635.76
					64-00-000-72655	7,010.40
					Total :	23,601.00
203845	9/15/2023	003635 CROSSMARK PRINTING, INC	92344		POLICE BADGE, BUSINESS CARD ,	
					01-17-205-72310	36.95
					Total :	36.95
203846	9/15/2023	014232 DIGI-KEY CORPORATION 1453109	99726592		SPECIALTY EQUIPMENT	
				VTP-019918	60-00-000-73410	942.46
				VTP-019918	63-00-000-73410	104.72
				VTP-019918	64-00-000-73410	448.78
					Total :	1,495.96
203847	9/15/2023	018379 DM INDUSTRIAL JANITORIAL SERV	7615		JANITORIAL SERVICES FOR PD	
				VTP-020205	01-26-025-72525	3,720.00
					Total :	3,720.00
203848	9/15/2023	020542 DUSOLD, ANNA LEE	101423		FARMERS MARKET YOGA 10/14/23	
					01-35-000-72923	50.00
					Total :	50.00
203849	9/15/2023	017073 DYNEGY ENERGY SERVICES LLC	3613125002		ACCT#3613125002 INV#1465613230	
					64-00-000-72510	838.53
			3670129006		ACCT#3670129006 INV#1465613230	
					64-00-000-72510	293.13
			3784068018		ACCT#3784068018 INV#1465613230	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203849	9/15/2023	017073 DYNEGY ENERGY SERVICES LLC	(Continued)		60-00-000-72510	6,540.86
					63-00-000-72510	6,540.85
			4373166015		ACCT#4373166015 INV#1465613230	
					60-00-000-72510	4,070.65
					63-00-000-72510	4,070.64
			5095140029		ACCT#5095140029 INV#1465613230	
					64-00-000-72510	3,674.50
					Total :	26,029.16
203850	9/15/2023	004009 EAGLE UNIFORM CO INC	inv-16722		SPORT-WICK TEXTURED 1/4 ZIP L	
			INV-16872		01-19-000-73610	13.00
					WORK ORDER #15313 CHIEF KV -	
					01-19-000-73610	528.00
					Total :	541.00
203851	9/15/2023	004152 ECOLAB PEST ELIMINATION INC.	2388363		EXTERIOR INSECT	
					01-26-025-72790	75.00
					Total :	75.00
203852	9/15/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21463		DRONE TEAM DECALS (30) "TINLE"	
					01-19-000-72540	96.88
			21467		DECAL SET FOR TPDFD GOLD SCR/	
					01-19-000-72540	106.99
			21470		GRAPHICS FOR POLICE UNIT #CSI	
					01-17-205-72540	1,431.62
			21521		VINYL GRAPHICS - 72 X 48 JETFL	
					01-19-000-72974	201.24
			21542		VINYL GRAPHICS - FALLEN OFFIC	
					01-19-000-72974	63.78
					Total :	1,900.51
203853	9/15/2023	017807 EMERGENCY VEHICLE SERVICE INC.	13352B		FIRE TRUCK E-48 - INSPECTION A	
					01-19-000-72540	1,771.93
					Total :	1,771.93
203854	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4841630		SEPT '23 ENT FLT MGMNT 63E, 16S	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203854	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96142	168.50
					30-00-000-96141	422.46
					30-00-000-96142	205.17
					01-26-024-72863	35.72
					30-00-000-96141	424.02
					30-00-000-96142	199.60
					01-26-023-72863	35.72
					60-00-000-20201	497.66
					60-00-000-96142	181.24
					60-00-000-72863	43.28
					30-00-000-96141	379.45
					30-00-000-96142	220.49
					01-26-023-72863	35.73
					30-00-000-96141	380.89
					30-00-000-96142	185.15
					01-26-023-72863	32.43
					60-00-000-20201	370.52
					60-00-000-96142	113.76
					60-00-000-72863	42.03
					30-00-000-96141	447.72
					01-12-000-72863	43.09
					30-00-000-96141	412.43
					30-00-000-96142	152.49
					01-26-023-72863	39.97
					60-00-000-20201	370.52
					60-00-000-96142	113.76
					60-00-000-72863	42.02
					Total :	5,595.82
203855	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4829398		SEPT '23 ENT FLT MGMNT 2D, 26SI	
					30-00-000-96141	379.70
					30-00-000-96142	172.32
					01-17-205-72863	31.85
					01-17-205-72860	3.80
					30-00-000-96141	404.54
					30-00-000-96142	235.23

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203855	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					01-17-205-72863	38.46
					30-00-000-96141	438.89
					30-00-000-96142	175.50
					01-17-205-72863	42.93
					30-00-000-96142	215.03
					01-17-205-72863	37.73
					30-00-000-96141	396.85
					30-00-000-74220	200.00
					30-00-000-96142	230.84
					01-17-205-72863	37.73
					30-00-000-96141	402.97
					Total :	3,444.37
203856	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4841824		SEPT '23 ENT FLT 26SLDC	
					30-00-000-96141	438.12
					30-00-000-96142	272.34
					01-26-024-72863	42.17
					Total :	752.63
203857	9/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4841819		SEPT '23 ENT FLT MGMNT 680	
					30-00-000-96141	391.48
					30-00-000-96142	204.63
					01-21-000-72863	34.18
					Total :	630.29
203858	9/15/2023	004176 FEDEX (FEDERAL EXPRESS)	8-246-83691		ACCT#2022-6845-2 SHIPPING COS	
					01-14-000-72110	48.67
					Total :	48.67
203859	9/15/2023	020246 FIFTH THIRD BANK	002813		****2177 SPRITE, DT PEPSI, PEPSI	
			010153		01-17-215-73600	48.34
			01607		****2177 SNACK CART ITEMS FOR	
			0220118		01-14-000-72974	305.92
					****2177 WILD APRICOT RECURRIN	
					01-35-000-72923	75.00
					****2177 MEMBER#300220118 ASS1	

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203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			026988		01-15-000-72720	150.00
					****2177 PAPER TOWELS, WATER,	
					01-14-000-73110	39.24
					01-26-025-73110	19.98
					60-00-000-73110	10.07
					63-00-000-73110	1.12
					64-00-000-73110	4.79
					60-00-000-73115	5.50
					63-00-000-73115	5.50
					01-26-023-73110	15.98
					01-26-023-73115	15.70
					01-26-024-73110	7.99
					01-26-024-73115	7.85
					64-00-000-73115	4.70
			03881-59945180		****2177 SUBSCRIPTION TO CANV/	
					01-35-000-72720	119.99
			039808		****2177 ENVIRONMENTAL ENHAN	
					01-41-044-73870	10.98
			0410966		****2177 KLEENEX, PAPER PLATES	
					01-17-205-73315	208.29
			042099		****2177 EZBOY CHAIR, WATER, KL	
					60-00-000-73110	13.19
					63-00-000-73110	1.47
					64-00-000-73110	6.28
					60-00-000-73115	3.26
					63-00-000-73115	3.26
					64-00-000-73115	2.79
					01-26-024-73110	10.46
					01-26-024-73115	4.65
					01-26-023-73110	20.94
					01-26-023-73115	9.30
					01-26-025-74110	199.98
					01-14-000-73110	54.52
			042274		****2177 PURE LIFE BOTTLED WAT	
					01-14-000-73870	261.12
			04610		****2177 WATER, DIET PEPSI	

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203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
					63-00-000-73115	22.18
					64-00-000-73115	19.01
					01-26-023-73115	63.38
					01-26-024-73115	31.68
					01-14-000-73115	15.69
					60-00-000-73115	22.18
		048740			****2177 LAYS CLASSIC, BEEF FRA	
					01-21-000-72220	100.18
		057720			****2177 PAPER TOWELS, WATER,	
					01-41-056-72937	26.93
					01-26-025-73580	140.28
					60-00-000-73115	9.42
					63-00-000-73115	9.42
					64-00-000-73115	8.08
					01-26-023-73115	26.92
					01-26-024-73115	13.46
		076394			****2177 WATER	
					01-21-000-72220	11.94
					01-21-210-73110	33.76
		077389			****2177 ITEMS FOR PW BREAKFA	
					01-14-000-72974	84.36
		077796			****2177 CARDS AND PARTY CRAF	
					01-41-056-72954	27.90
					01-41-056-72937	47.36
		080223			****2177 NOTARY STAMP L. GODET	
					01-13-000-73110	29.55
		080723			****2177 KETO COOKIES, HAMBUR	
					01-41-056-72937	43.97
		080823			****2177 CHICAGO TRIBUNE MONT	
					01-35-000-72720	34.00
		080923			****2177 - REGISTRATION FOR VIR	
					01-26-023-72140	50.00
		080923.			****2177 REGISTRATION VIRTUAL I	
					01-26-023-72140	50.00
		080923..			****2177 REGISTRATION VIRTUAL I	
					01-26-023-72140	50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			081123		****2177 DACRA CC PAYMENT TES	
					01-00-000-54990	4.00
			081123		****2177 CLICK 'N SHIP	
					01-13-000-72110	3.40
			081923		****2177 PROMOTING	
					01-35-000-72923	200.00
			082123		****2177 EEC - SIGNS AND SIGN M	
					01-41-044-73830	23.95
			082323		****2177 DACRA CITATION PAYMEN	
					01-00-000-54990	4.00
			082323		****2177 REFUND - PAYMENT PROC	
					01-00-000-54990	-4.00
			082323		****2177 CLICK 'N SHIP	
					01-14-000-72110	57.50
			082423		****2177 REFUND - DACRA PAYMEN	
				s	01-00-000-54990	-4.00
			087225		****2177 TOWELS AND BOTTLED V	
					60-00-000-73115	5.50
					63-00-000-73115	5.50
					64-00-000-73115	4.70
					01-26-023-73115	15.70
					01-26-024-73115	7.84
					01-26-025-73580	19.98
					01-17-215-73600	26.16
			088928		****2177 TIDE LIQUID	
					01-26-025-73580	39.96
			092090		****2177 PLAYTIME MIF	
					01-26-023-73115	18.27
					60-00-000-73115	6.39
					63-00-000-73115	6.39
					64-00-000-73115	5.49
			094322		****2177 ANGUS PATTIES - EMA	
					01-21-000-72220	51.96
			097085		****2177 SPOONS, FORKS, PLATES	
					01-14-000-73115	139.44
			101723		****2177 REGISTRATION VIRTUAL I	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			111-2853432		01-26-023-72140 ****2177 POWDER-FREE NITRILE E	55.20
			111-3780123		01-41-056-72937 ****2177 REFUND - HANES SPORT	35.34
			111-5799961		01-33-000-73610 ****2177 GREEN MOUNTAIN COFFE	-12.99
			111-5952545		01-33-000-73115 ****2177 HANES WOMENS SPORT I	41.99
			111-8165213-4077059		01-33-000-73110 ****2177 LATEX GLOVES	17.99
			111-8165213-4077059		01-26-025-73680 ****2177 LATEX GLOVES	62.76
			111-8169760		01-26-025-73680 ****2177 115 VAC, 60HG FANX, FIL	-49.54
			112*-5751832		65-00-000-72525 ****2177 AIR FILTER GAS FUEL LIN	264.90
			112-0832699-2776262		01-21-000-72530 ****2177 STEEL TOE BOOTS J BUT	38.20
					60-00-000-73610	105.75
					63-00-000-73610	20.14
					64-00-000-73610	53.96
			112-1437445		****2177 ILLINOIS NOTARY PUBLIC	
					01-13-000-73110	15.76
			112-2455752		****2177 HOT DOG COOKER 11 RO	
					01-14-000-72974	239.57
			112-2696920-7597041		****2177 CANOPY LIGHTS	
					01-26-025-72520	372.29
			112-3446104		****2177 HAND PITCH TALLY COUN	
					01-19-020-73870	23.13
			112-7193313		****2177 ACRYLIIC 3 SECTOIN FILE	
					60-00-000-73110	9.82
					63-00-000-73110	1.09
					64-00-000-73110	4.68
					01-26-023-73110	15.59
					01-26-024-73110	7.80
			112-7237991		****2177 4X4 ACRYLIC PICTURE FR	

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203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
					60-00-000-73110	5.34
					63-00-000-73110	0.59
					64-00-000-73110	2.54
					01-26-023-73110	8.48
					01-26-024-73110	4.24
			112-8204723		****2177 REFUND FOOD COVER FC	
					01-14-000-72974	-70.98
			113-0154079		****2177 SANDISK 256GB EXTREME	
					01-19-000-73870	231.85
			113-1033650		****2177 LAPTOP ADAPTOR CHARGE	
					01-21-210-73110	131.88
			113-1867083		****2177 DUNKIN COFFEE, STRAW	
					01-19-000-73110	96.36
			113-5010236		****2177 LOGITECH SPEAKERS ST	
					01-19-000-73110	29.99
			113-5144974		****2177 AEROMAX PERSONALIZE	
					01-19-020-73605	188.85
			113-5365493		****2177 500 PCS POLY KEY TAGS I	
					01-19-000-72540	29.98
			114-2027488		****2177 STACKABLE PAPER TRAY	
					01-26-023-73110	39.07
			114-3280268		****2177 WATER FILTER REPLACEM	
				VTP-020241	01-26-025-72530	680.02
			114-5883572-1758607		****2177 ALUMINUM MOUNT FOR M	
					01-16-000-74128	103.99
			114-7005255		****2177 300 PK WHITE PLASTIC FC	
					01-19-000-73110	13.49
					01-19-000-73580	20.98
			114-8330145		****2177 STEELAIID TIRE STORAGE	
					01-26-023-73410	229.96
			114-8714940		****2177 NEW AC ADAPTER FOR D'	
					01-26-025-73410	34.96
			114-9099891-2509864		****2177 ROUTER W COAX CABLES	
					60-00-000-75812	122.00
			15436397		****2177 KONNECT-IT TERMINAL BI	
					60-00-000-75812	65.50

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203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			15448241		****2177 KONNECT IT TERMINAL BI 60-00-000-75812	-47.50
			15456594		****2177 KONNECT-IT TERMINAL BI 60-00-000-75812	22.00
			15480211		****2177 COMMUNICATION CABLE 60-00-000-75812	60.00
			1691485178		****2177 BILLING ACTIVITY MARKE 01-35-000-72790	1,792.70
			2195241668		****2177 ADOBE STOCK 01-35-000-72720	79.99
			23STRTCHNGFRSZLX002I		****2177 TRAINING CLASS - A. FIG 01-19-000-72145	106.00
			3385478		****2177 MEMBERSHIP AICP, PROF 01-33-000-72720	668.00
			35351		****2177 DEPOSIT FOR BLOCK PAF 01-35-000-72923	54.50
			40534		****2177 NOTARY PUBLIC JOURNAL 01-14-000-73110	474.51
			40614		****2177 NOTARY PUBLIC STAMP - 01-13-000-73110	18.44
					01-33-000-73110	19.88
					01-13-000-73110	3.97
			436122134		****2177 REFUND - NOTARY STAMP 01-13-000-73110	-2.54
			61920522		****2177 LIC RNWL R195145 2020 F 01-17-205-72860	154.40
			6485829998		****2177 RETURN LAY CLASSIC 5 01-21-000-72220	-37.96
			726079663		****2177 HALLOWEEN CRAFT SUPPL 01-35-000-72923	320.54
			768200479		****2177 - ALUMINUM PANS, FOIL S 01-41-056-72954	314.44
					01-41-056-72937	272.88
			E2323413100		****2177 SIMPLIFILE SYSTEMS 164 01-14-000-72355	112.57
			ER2023039954		****2177 SIMPLIFILE SYSTEMS 839	

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203859	9/15/2023	020246 FIFTH THIRD BANK	(Continued)		01-14-000-72355	75.81
			ER2023041279		****2177 SIMPLIFILE SYSTEMS 819	
			Q4MC7S39G2		01-14-000-72355	75.81
			RAA7VSF8G2		****2177 PROMOTING	
			RC2YZSXJ4J		01-35-000-72653	75.00
			Tinley1		****2177 PROMOTING	
					01-35-000-72653	75.00
					****2177 ICMA CONFERENCE J BLA	
					01-33-000-72170	689.48
					****2177 3,200 SINGLE PULL BAGS	
					01-26-023-73681	139.00
					Total :	12,067.38
203860	9/15/2023	020800 FIRST RESPONDERS WELLNESS	17259		WELLNESS CHECKS	
			17372	VTP-020259	01-17-220-72855	3,675.00
					PEPE- PRE-EMPLOYMENT PERFOI	
					01-41-040-72846	585.00
					Total :	4,260.00
203861	9/15/2023	012941 FMP	50-4729619		CONTROL ARM - POLICE UNIT #11I	
			50-4737981		01-17-205-72540	153.58
			50-4743199		CONTROL ARM (2) POLICE RV #1L	
					01-17-205-72540	277.92
					MOLDED COOLANT HOSE - STREE	
			52-546081		01-26-023-72540	39.06
			52-546351		CONTROL ARM (2)	
					01-17-205-72540	277.92
			52-546413		CONTROL ARM - POLICE RV UNIT ;	
					01-17-205-72540	138.96
					SCREEN ASY (P) ELECTRIC UNIT #	
			53-459543		01-26-024-72540	43.10
			56-625573		CONTROL ARM - POLICE UNIT #29.	
					01-17-205-72540	138.96
					CONTROL ARM - POLICE UNIT #11I	
					01-17-205-72540	153.58

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203861	9/15/2023	012941 012941 FMP	(Continued)		Total :	1,223.08
203862	9/15/2023	011132 FORCE ENTERPRISES	059014		VILLAGE ENVELOPES #10 WHITE \	
					01-41-056-73110	168.28
					Total :	168.28
203863	9/15/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00624974		RADIO INSPECTIONS, INCLUDING	
				VTP-019961	14-00-000-72550	552.00
			IN00627925		RADIO MAINTENANCE FEES	
				VTP-019960	14-00-000-72750	9,111.25
					Total :	9,663.25
203864	9/15/2023	020274 FRAME TECH 1 LLC	39499		4 WHEEL ALIGNMENT - POLICE #1	
					01-17-205-72540	150.00
			39500		FRONT END ALIGNMENT - POLICE	
					01-17-205-72540	75.00
					Total :	225.00
203865	9/15/2023	002877 G. W. BERKHEIMER CO., INC.	7455100		KEY PLEAT MERV 8 PANEL AIR FILT	
					01-26-025-72520	289.38
			7457361		KEY PLEAT MERV 8 - PANEL AIR FII	
					01-26-025-72520	124.16
			7457441		KEY PLEAT MERV 8 PANEL AIR FILT	
					01-26-025-72520	46.48
					Total :	460.02
203866	9/15/2023	004538 GOLDY LOCKS INC	41985468		BUILDING MAINTENANCE - GAS PL	
					01-26-025-73840	50.00
					Total :	50.00
203867	9/15/2023	015397 GOVTEMPSUSA LLC	4249532		FY23-GOVTEMPS USA (CONTRACT	
					01-15-000-72790	2,016.00
					Total :	2,016.00
203868	9/15/2023	004438 GRAINGER	9824347216		BATTERY CHARGER/STARTER 10A	
					01-19-000-72540	894.77
			9829593590		INDUSTRIAL PAINT MARKER, VALV	
					01-19-000-73870	36.34

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203868	9/15/2023	004438 004438 GRAINGER	(Continued)		Total :	931.11
203869	9/15/2023	019792 HEIDELBERG MATERIALS MIDWEST	42491749		BED/BACKFILL U857 THORNTON IL	
					60-00-000-73860	670.04
					63-00-000-73860	74.44
					64-00-000-73860	319.07
					01-26-023-73860	531.78
					70-00-000-73860	177.30
					Total :	1,772.63
203870	9/15/2023	020422 HENEGHAN, KYLE	090923		REIM: PART 107 DRONE EXAM - C	
					01-17-220-72140	175.00
					Total :	175.00
203871	9/15/2023	018696 HENRY'S HOUSE OF DECORATED	1422	VTP-020262	CARHARTT JACKETS	
					01-19-000-73610	1,774.00
					Total :	1,774.00
203872	9/15/2023	014310 IAFC MEMBERSHIP	090823		MEMBERSHIP - FULL - 6 STAFF ME	
					01-19-000-72720	1,251.00
					Total :	1,251.00
203873	9/15/2023	005145 IL. DEPT. OF CORRECTIONS	090823		SERVICES RENDERED BY SENIOR	
					01-17-225-73600	13,760.00
					Total :	13,760.00
203874	9/15/2023	005160 ILLINOIS STATE POLICE	20230704004		CC4004 TINLEY FINGERPRINT VILL	
					01-14-000-72848	169.50
					Total :	169.50
203875	9/15/2023	005186 INTERSTATE BATTERY SYSTEM	30001273		BATTERY M-65HC - EMA UNIT #10M	
			335742		01-21-000-72540	123.00
					SLA 1005 BACK UP BATTERIES - P	
					01-17-205-72540	139.75
					Total :	262.75
203876	9/15/2023	005251 J AND R SALES AND SERVICE INC.	6844		OUTDOOR POWER EQUIPMENT - (
					01-26-023-73410	153.01

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203876	9/15/2023	005251	005251 J AND R SALES AND SERVICE INC. (Continued)		Total :	153.01
203877	9/15/2023	011466 JEWEL OSCO	111806887780		****8778 DIET PEPSI, PEPSI CHERF	
					60-00-000-73110	4.19
					63-00-000-73110	4.19
					64-00-000-73110	3.59
					01-26-023-73115	11.98
					01-26-024-73115	6.00
					01-14-000-73115	6.00
					Total :	35.95
203878	9/15/2023	006948 JOE RIZZA FORD OF ORLAND PARK	NQ7624	VTP-020255	2023 FORD EDGE	
					30-00-000-74220	40,005.26
					Total :	40,005.26
203879	9/15/2023	005379 KLEIN, THORPE & JENKINS, LTD	236081		ADMINISTRATIVE HEARINGS MAT	
					01-14-000-72876	1,075.00
					Total :	1,075.00
203880	9/15/2023	005349 KORTUM, LISA	090523		REIM: IEMA CONFERENCE - HOTEL	
					01-21-000-72170	573.26
					Total :	573.26
203881	9/15/2023	017603 LAKESIDE CONSULTANTS	017603		AUGUST '23 SERVICES INVOICE - I	
					01-33-300-72790	28,763.21
					Total :	28,763.21
203882	9/15/2023	020971 LEACH, CAROL	Ref001440730		UB Refund Cst #00453916	
					60-00-000-20599	125.00
					Total :	125.00
203883	9/15/2023	020207 LENNY'S GAS N WASH 183RD ST	090423		GAS USAGE 9/4 AND 9/5 - OUR PU	
					01-17-205-73530	485.46
			3895		CAR WASH - PD AUGUST '23	
					01-17-205-72540	208.00
			3896		CAR WASH - PW AUGUST '23	
					63-00-000-72540	2.10
					64-00-000-72540	3.60

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203883	9/15/2023	020207 LENNY'S GAS N WASH 183RD ST	(Continued)		01-26-023-72540	8.00
					01-26-024-72540	4.00
					60-00-000-72540	6.30
					Total :	717.46
203884	9/15/2023	021103 LIBERA, JAMES	09272023		ENTERTAINMENT SERVICES 9/27/2	
					01-42-000-72954	500.00
					Total :	500.00
203885	9/15/2023	018527 LISTRO, SAMMY J.	100723		FARMER'S MARKET MUSICIAN 10/7	
					01-35-000-72923	125.00
					Total :	125.00
203886	9/15/2023	020725 MANZELLA, DOMINIC	072723		REIM: PART 107 DRONE EXAM - C	
					01-17-220-72140	175.00
					Total :	175.00
203887	9/15/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-730779		BATTERY - POLICE 9A & 8AZ	
					01-17-205-72540	278.00
					Total :	278.00
203888	9/15/2023	006074 MENARDS	44675		ACCT# 30860257 - 4" SEWER CAP,	
					60-00-000-73630	10.19
					63-00-000-73630	1.13
					64-00-000-73630	4.85
			44677		ACCT# 30860257 - 1/2: SQ TO OCT	
					01-26-025-72520	129.61
			44693		ACCT# 30860355 - 4" SEWER CAP,	
					01-19-020-73605	21.14
			44714		ACCT# 30860257 - 4X6-12' AC GRE	
					60-00-000-73680	26.65
					63-00-000-73680	2.96
					64-00-000-73680	12.69
			44737		ACCT# 30860257 - 1/4" COBOLT DR	
					01-26-024-73410	75.33
			44742		ACCT# 30860355 - 3" SPRING CLAM	

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203888	9/15/2023	006074 MENARDS	(Continued)			
			44783		01-19-000-72540 ACCT# 30860257 - CHLORINE TEST	214.86
					60-00-000-73550	16.79
					63-00-000-73550	16.79
					64-00-000-73550	14.38
			44790		ACCT# 30860355 - GLADE AUTO REPAIR	
					01-19-000-73870	68.69
			44799		ACCT# 30860257 - 120DEG SOLAR	
					01-26-025-73570	19.99
			44807		ACCT# 30860257 10X3/4 SELF DRILL	
					01-26-025-73840	32.35
			44849		ACCT# 30860257 - 1/4" COBALT DRILL	
					01-26-024-73410	245.65
			44851		ACCT# 30860257 - 85' LASER DISTANCE	
					01-26-025-73410	39.99
			44863		ACCT# 30860257 - TEKS 12X3 HWY	
					01-26-023-73840	30.09
			44865		ACCT#30860257 - 12" HD TENSOMETER	
					01-26-025-72520	89.73
			44906		ACCT# 30860257 - TIP RUBBER 1" X 1/2"	
					01-26-025-73580	19.12
					01-26-025-73410	79.98
					Total :	1,172.96
203889	9/15/2023	016827 MUNICIPAL ELECTRONICS DIV, LLC	070006	VTP-020258	RADAR UNIT CERTIFICATIONS, INVOICE	
					01-17-220-72530	2,419.29
					Total :	2,419.29
203890	9/15/2023	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-08-23		CONS SVC CIMP FOR VTP AUGUST 2023	
					30-00-000-75112	1,185.00
					11-00-000-72750	2,645.06
					30-00-000-75812	15,375.25
					Total :	19,205.31
203891	9/15/2023	006130 NATIONAL GUARDIAN LIFE INS CO.	0000000391	VTP-020256	ANCILLARY LIFE INSURANCE BILLING	
					01-14-000-72435	66.07

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203891	9/15/2023	006130	006130 NATIONAL GUARDIAN LIFE INS CO. (Continued)		Total :	66.07
203892	9/15/2023	018761	NICK'S EMBROIDERY	14389	EMBROIDERY - VETERANS COMMI 01-41-050-72928	629.26
					Total :	629.26
203893	9/15/2023	006221	NORTHERN SAFETY CO. INC.	905703196	KEYSTONE THUMB LEATHER DRIV 60-00-000-73845 63-00-000-73845 64-00-000-73845 01-26-023-73845 01-26-024-73845	101.73 11.30 48.44 161.47 80.74
					Total :	403.68
203894	9/15/2023	006475	PARK ACE HARDWARE	71254/1 71260/1 71281/1	CUST# 9404 - GRILL GRATE BRUSH 01-19-000-73585 CUST# 9404 EXCHANGE LP TANK 01-19-000-73585 CUST# 89143 EXCHANGE LP TANK 60-00-000-72220 63-00-000-72220 64-00-000-72220 01-26-023-72220 01-26-024-72220	66.96 39.98 4.47 4.47 3.83 12.79 6.42
					Total :	138.92
203895	9/15/2023	006780	POMP'S TIRE SERVICE, INC	690128398 690128404	ENGINE 48 RF LF LOW TREAD 01-19-000-72570 TIRES - FIRE DEPT - BAD VALVE C/ 01-19-000-72570	1,776.81 274.58
					Total :	2,051.39
203896	9/15/2023	019583	PRECISE MRM LLC	200-1044458	5MB FLAT DATA PLAN US WITH NA 01-26-023-72655	189.00
					Total :	189.00
203897	9/15/2023	021013	PRIMUS ELECTRONICS CORPORATION	1023815 VTP-020054	ANTENNAS, SUPPLIES FOR CIMP 30-00-000-75812	1,875.00

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203897	9/15/2023	021013	021013 PRIMUS ELECTRONICS CORPORAT	(Continued)	Total :	1,875.00
203898	9/15/2023	014087	PROMOS 911, INC	10914	SUNGLASSES	
				10970	01-19-020-73605 SHIPPING OF SUNGLASSES	467.50
				10971	01-19-020-73605 RETRACTABLE PENS	60.61
				10972	01-19-020-73605 JAR GRIP OPENER	419.06
					01-19-020-73605	482.99
					Total :	1,430.16
203899	9/15/2023	018454	R.C.WEGMAN CONSTRUCTION CO	2023-23-4	HARMONY SQUARE INFRASTRUC	
				VTP-019922	30-00-000-75905	16,520.00
					Total :	16,520.00
203900	9/15/2023	006361	RAY O' HERRON CO INC	2293103	GAS MASK CARRIER, CROP LEG B	
				2293880	01-17-220-73610 AMMUNITION	38.94
				VTP-020214	01-17-220-73760	294.00
					Total :	332.94
203901	9/15/2023	019092	RORY GROUP, LLC	4074	BUSINESS CONSULTING SEPTEME	
					01-11-000-72790	3,500.00
					Total :	3,500.00
203902	9/15/2023	020851	SABRE COMMUNICATIONS CORP	711318	110' MONOPOLE AT POST 20 LIFT	
				VTP-019748	30-00-000-74150	3,158.00
					Total :	3,158.00
203903	9/15/2023	007092	SAUNORIS	729404	PALLET REFUND - PO VTP-020175	
				729698	01-26-023-73680	-144.00
					60-00-000-73680 TOP SOIL PER YARD	216.72
					63-00-000-73680	24.08
					64-00-000-73680	103.20
					Total :	200.00

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203904	9/15/2023	007453 SERVICE SANITATION, INC.	8564190	VTP-020005	PORTA-POTTIES FOR MIP EVENTS 01-35-000-72923	1,227.00
			8564202		FARMER'S MARKET PORTABLE TO 01-35-000-72923	504.00
			8674312		7566 FIREMAN TRAINING CENTER 01-19-000-72750	201.70
			8695816		7566 FIREMAN TRAINING CENTER 01-19-000-72750	206.07
					Total :	2,138.77
203905	9/15/2023	007393 SOUND SONIC INC	091123		BINGO HOST FOR SENIORS 9/11/2 01-41-056-72937	175.00
					Total :	175.00
203906	9/15/2023	012238 STAPLES BUSINESS ADVANTAGE	3546811404		RIBBON CALCULATOR BK/RD, PEN 01-14-000-73110	127.96
			3546811406		CPRO 4 IN 1 DISINFECTANT SANI 01-17-205-73600	14.29
					Total :	142.25
203907	9/15/2023	015452 STEINER ELECTRIC COMPANY	S007424906.001		KLEIN INSULATED WIRE STRIPPEF 01-26-025-73410	20.35
			S007425694.001		HOLE SEAL 1/2 3R OT KO SEAL, FL 01-26-025-73570	210.32
					Total :	230.67
203908	9/15/2023	007438 SUB TRAILER HITCH, INC.	14154		LIGHT TOWER TRAILER - EMA #69 01-21-000-72530	296.00
			14171		EMA TRUCK #680 - 2.5" TO 2" REDL 01-21-000-72540	51.90
					Total :	347.90
203909	9/15/2023	010139 SULLIVAN, KEITH	082823.		REIM: TAXI DURING SECURITY MN 01-17-205-72140	20.00
					Total :	20.00
203910	9/15/2023	007297 SUTTON FORD INC./FLEET SALES	587259		WEATHERSTRIP POLICE RB #7D	

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203910	9/15/2023	007297 SUTTON FORD INC./FLEET SALES	(Continued)		01-17-205-72540	30.43
					Total :	30.43
203911	9/15/2023	011460 TARGET STORES	090723		GIFT CARDS/FIRE PREV POSTER (
					01-19-020-73605	250.00
					Total :	250.00
203912	9/15/2023	020970 TERRY'S FORD	64770	VTP-020253	2023 FORD BRONCO	
					30-00-000-74220	33,473.00
					Total :	33,473.00
203913	9/15/2023	014653 THE BLUE LINE	45412		FEATURED DEPT - FIRE SERVICE -	
			45423		01-14-000-72448	298.00
					CIVILIAN POSITION - PT EMERGEN	
					01-14-000-72448	199.00
					Total :	497.00
203914	9/15/2023	020239 TILTON, THOMAS	082823.		REIM: SECURITY MANAGEMENT II	
					01-17-205-72140	725.85
					Total :	725.85
203915	9/15/2023	021025 TOWER WORKS INC	68353	VTP-020032	POST 20 MONOPOLE INSTALLATIC	
					30-00-000-75812	33,376.00
					Total :	33,376.00
203916	9/15/2023	014510 TRUGREEN	182444774		LAWN TREATMENT - 179TH ST BEF	
				VTP-019985	01-26-023-72881	225.00
			182465881		LAWN TREATMENT - FIRE HOUES ;	
				VTP-019985	01-26-023-72881	70.00
			182493987		LAWN TREATMENT - VETERANS PI	
				VTP-019985	01-26-023-72881	125.00
			182512685		LAWN TREATMENT - VARIOUS LOC	
				VTP-019985	01-26-023-72881	4,374.00
			182571209		LAWN TREATMENT - HARLEM MED	
				VTP-019985	01-26-023-72881	290.00
			182594161		LAWN TREATMENT - 1 OAK PARK /	

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203916	9/15/2023	014510 TRUGREEN	(Continued)			
			182594953	VTP-019985	01-26-023-72881 LAWN TREATMENT - FIRE HOUSE ;	125.00
			182672478	VTP-019985	01-26-023-72881 LAWN TREATMENT - 167TH PUMP ;	40.00
			182675312	VTP-019985	01-26-023-72881 LAWN TREATMENT - 167TH MEDIA	90.00
			182724963	VTP-019985	01-26-023-72881 LAWN TREATMENT - RETENTION A	40.00
			182739286	VTP-019985	01-26-023-72881 LAWN TREATMENT - VILLAGE HALL	575.00
			182741043	VTP-019985	01-26-023-72881 LAWN TREATMENT - WATERSFORI	90.00
				VTP-019985	01-26-023-72881	90.00
					Total :	6,134.00
203917	9/15/2023	008040 UNDERGROUND PIPE & VALVE CO	062532-01		CLAMPS AND BRASS	
				VTP-020231	60-00-000-73630	598.50
				VTP-020231	63-00-000-73630	66.50
				VTP-020231	64-00-000-73630	285.00
				VTP-020231	60-00-000-73630	226.17
				VTP-020231	63-00-000-73630	25.13
				VTP-020231	64-00-000-73630	107.70
				VTP-020231	60-00-000-73630	267.75
				VTP-020231	63-00-000-73630	29.75
				VTP-020231	64-00-000-73630	127.50
				VTP-020231	60-00-000-73630	31.50
				VTP-020231	63-00-000-73630	3.50
				VTP-020231	64-00-000-73630	15.00
			062572-01		REPAIR CLAMPS - EMERGENCY RI	
					60-00-000-73630	1,823.85
					63-00-000-73630	202.65
					64-00-000-73630	868.50
					Total :	4,679.00
203918	9/15/2023	008011 URBANSKI, JOHN	090723		REIM: SUBURBAN PUBLIC WORKS	
					01-26-023-72170	10.00

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203918	9/15/2023	008011 URBANSKI, JOHN	(Continued)		60-00-000-72170	5.88
					63-00-000-72170	1.12
					64-00-000-72170	3.00
					Total :	20.00
203919	9/15/2023	021164 US BANK TRUST NATIONAL	Ref001440731		UB Refund Cst #00520004	
					60-00-000-20599	56.79
					Total :	56.79
203920	9/15/2023	004192 VILLAGE OF FRANKFORT	400-1000-00-01		ACCT#400-1000-00-01 BROOKSIDE	
					64-00-000-73227	142,203.36
					Total :	142,203.36
203921	9/15/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 8/1-9/1/23	
					60-00-000-73220	917,817.90
					63-00-000-73220	847,216.53
					Total :	1,765,034.43
203922	9/15/2023	010165 WAREHOUSE DIRECT INC	5564968-0		COPY PAPER	
					01-14-000-73110	299.94
			5565745-0		COPY PAPER - PW	
					60-00-000-73110	59.31
					63-00-000-73110	6.59
					64-00-000-73110	28.25
					01-26-023-73110	94.15
					01-26-024-73110	47.07
			5568176-0		COPY PAPER	
					60-00-000-73110	5.56
					63-00-000-73110	0.62
					64-00-000-73110	2.64
					01-26-023-73110	8.82
					01-26-024-73110	4.42
					Total :	557.37
203923	9/15/2023	011055 WARREN OIL CO.	W1590238		N.I., GAS USED 8/19-9/4/23	
					01-17-205-73530	13,115.54

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203923	9/15/2023	011055 WARREN OIL CO.	(Continued)			
					01-19-000-73530	846.76
					01-19-020-73530	55.89
					01-21-000-73530	1,936.27
					60-00-000-73530	1,393.50
					63-00-000-73530	348.37
					01-26-023-73530	1,459.98
					01-14-000-73531	5,300.59
					01-26-024-73530	958.55
					01-33-300-73530	390.84
					01-12-000-73530	55.89
					01-14-000-73532	43.51
					64-00-000-73530	746.52
					01-42-000-73530	347.79
					Total :	27,000.00
203924	9/15/2023	020217 WEX HEALTH INC	0001804640-IN		FY24 FSA EXPENSES	
				VTP-019990	01-12-000-72449	172.00
					Total :	172.00
203925	9/15/2023	021159 ZEIGLER NISSAN ORLAND PARK LLC	67574		2023 NISSAN ROGUE	
				VTP-020257	30-00-000-74220	31,447.26
					Total :	31,447.26
106 Vouchers for bank code : apbank						Bank total : 2,425,552.49

vchlist
09/14/2023 12:48:46PM

Voucher List
Village of Tinley Park

Page: 28

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4678	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	349.45
					Total :	349.45
4679	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	778.91
					Total :	778.91
4680	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	215.00
					Total :	215.00
4681	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200219W023		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	322.00
					Total :	322.00
4682	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200505W003		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	150.50
					Total :	150.50
4683	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,505.00
					Total :	1,505.00
4684	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	10,471.50
					Total :	10,471.50
4685	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	449.50
					Total :	449.50
4686	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 201119W024		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	325.50
					Total :	325.50
4687	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	93.00

vchlist
09/14/2023 12:48:46PM

Voucher List
Village of Tinley Park

Page: 29

Bank code : ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4687	9/6/2023	018837	018837 INSURANCE PROGRAM MANAGER\$ (Continued)		Total :	93.00
4688	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,658.50
					Total :	1,658.50
4689	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542	191.39 36.46 97.65
					Total :	325.50
4690	9/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35
					Total :	1,634.50
4691	9/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	134.42 25.60 68.58
					Total :	228.60
4692	9/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	171.94 32.75 87.72
					Total :	292.41
4693	9/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 2107 2008 2104		PAYEE-GENEX SERVICES, LLC 01-14-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542	19.93 3.45 4.70 0.90 2.40 6.76 1.29

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4693	9/12/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)			
					64-00-000-72542	3.45
					60-00-000-72542	7.03
					63-00-000-72542	1.34
					64-00-000-72542	3.58
					60-00-000-72542	7.34
					63-00-000-72542	1.40
					64-00-000-72542	3.74
					60-00-000-72542	11.09
					63-00-000-72542	2.11
					64-00-000-72542	5.66
					60-00-000-72542	6.76
					63-00-000-72542	1.29
					60-00-000-72542	6.76
					63-00-000-72542	1.29
					64-00-000-72542	3.45
					60-00-000-72542	7.34
					63-00-000-72542	1.40
					64-00-000-72542	3.74
					60-00-000-72542	6.76
					63-00-000-72542	1.29
					64-00-000-72542	3.45
					60-00-000-72542	6.76
					63-00-000-72542	1.29
					64-00-000-72542	3.45
					01-14-000-72542	67.82
					Total :	209.02
16	Vouchers for bank code : ipmq					Bank total : 19,008.89
122	Vouchers in this report					Total vouchers : 2,444,561.38

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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



Interoffice Memo

Date: September 12, 2023

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

From: Angela Arrigo, HR Director

Subject: Employee Benefits Program - Annual Insurance Renewal

The Horton Group went out to market for a comprehensive renewal and competitive pricing for medical, dental, vision, and life insurance benefits for the 2024 benefit plan year. Ensuring a focus on maintaining a comprehensive level of benefit coverage for employees, maintaining affordability is important. The current medical plan premium trend increase is estimated to be around 7%.

Below is a summary of each benefit renewal item and recommendations for the 2024 benefit plan year.

Medical Benefits Overview

The initial renewal from BCBS came back at a premium increase of \$763,086 (12.10%). The Horton Group successfully re-negotiated the increase of down to \$397,304 (6.30%). To further decrease medical plan costs, a consumer driven option with potential for future medical savings and tax advantages for employees was also quoted by BCBS.

High Deductible Health Plan (HDHP) - The option to add a high deductible consumer driven health plan was explored during the re-negotiation process, as HDHPs are great options to help engage employee consumerism in turn controlling plan spend while allowing employees to save for future medical expenses through a health savings account (HSA). BCBS was able to quote an in-network \$3,200/Single, \$6,400/Family Embedded High Deductible Health Plan (HDHP) as a fourth medical plan option. In the embedded HDHP, the employee must pay the full deductible, including prescriptions, before the plan pays any claims. Because employees are paying for their medical expenses before the plan pays claims, employees become more educated about healthcare benefits, medical service costs, how they pay for incurred medical expenses, and available options to save money. Typically, the premium share paid by the employees participating in an HDHP is less than a standard PPO/HMO plan because the employee has to pay the high-deductible before the plan pays. Preventative care is covered 100% with no deductible. The embedded deductible feature is a valuable plan design that does not require the entire family deductible to be met before the plan pays claims. So, if an employee meets their single deductible of \$3,200, the plan would pay claims for the remainder of the benefit plan year. If any combination of family members meet the family deductible of \$6,400, then the plan would pay claims for the remainder of the calendar year. Claims are all processed through BCBS and EOBs are issued letting employees know what their responsibility may be for

provider claim payments, which will be determined by BCBS and at the negotiated BCBS/provider rates. This is generally at the same negotiated rates as in the PPO plan today. The same PPO network of providers are available to members of the HDHP plan. Another important feature in the quoted HDHP plan design is that prescription drugs also count towards the embedded deductible, eliminating the separate co-pays.

By simply offering this HDHP medical plan option to all benefit eligible, non-union employees to choose from will result in a final overall total increase of \$318,361 (5.05%) in medical premium. **Further, assuming a 10% migration of full-time, non-union employees to a new \$3,200/\$6,400 Embedded Deductible HDHP/HSA plan and including anticipated HSA seed funding (see below), the expected increase in total medical premium would be further reduced to \$297,470 (4.46%).**

Health Savings Account & Employer Seeding - An HDHP combines a Health Savings Account (HSA) with traditional health coverages which provides for the tax-advantaged way to help employees save for future medical expenses. An HSA is an interest-bearing checking account owned by the employee. Both employees and employers can contribute cash dollars to the HAS, up to specific IRS limits. In 2024, the IRS limit for HSA contributions is \$4,150 for single and \$8,300 for family. An employer HSA seed in the amounts of \$1,000/Single, \$2,000/Family is typically provided in the public sector. An employer seed encourages participation in an HDHP and also provides an initial funding that employees can use to pay their medical expenses. Although there are various options to seed employee accounts with employer dollars, with the initial introduction of a HDHP/HSA plan, initial seeding at the beginning of the plan year or upon new enrollment for new hires provides the highest level of benefit to encourage migration and provide for availability of funds to pay for anticipated and unexpected medical expenses in the high deductible plan.

Employees would be encouraged to also make employee contributions to an HSA via pre-tax payroll deductions and can elect any amount up to the annual IRS HSA limit, less any employer contributions made. It is recommended that employees enrolled in the HDHP contribute the minimum medical plan deductible less any Village contribution to an HSA. Funds saved in the HSA would be used to pay for medical expenses incurred. Therefore, for an employee that elects to participate in an HDHP with family coverage and a \$6,400 family deductible would receive a \$2,000 Village Contribution and could elect to contribute \$4,400 to their HSA, which can be spread over 26 pay checks. In this example, a \$169.23 pre-tax deduction would be made to their interest bearing HSA per payroll via direct deposit. This per pay amount is in addition to the premium share paid to the Village for plan participation by the employee. The money saved in the HSA would be used to pay for medical expenses and if no medical expenses are incurred, the employee continues to grow their interest bearing checking account balance for future expenses. Employees can choose to contribute any amount from \$0 up the IRS maximum (employer and employee combined). Since the 2024 IRS maximum is higher than the recommended contribution, employees can elect to save more than the recommended amount pre-tax for other or future medical expenses. This could include dental or vision expenses, orthodontic expenses, Medicare Part B/Part D/Medicare Advantage plan premiums, deductibles, copays and coinsurance, and other expenses permitted under the IRS (reference IRS Publication 969 and 502). This additional amount can be up to \$1,900 for family coverage in 2024, making this a great additional tax savings option.

With the estimated 10% migration to the HDHP plan by non-union employees, the anticipated seeding would be approximately \$16,000 in January 2024. This amount has been factored into the overall medical plan premium increase of 4.46% increase. Only full-time, non-union employees would be eligible for Village HSA seeding, other



benefit eligible, non-union employees participating in the HDHP would not be eligible for Village HSA seeding. Retirees and COBRA members participating in the HDHP would not be eligible for Village HSA seeding.

HSA vendors will be reviewed and a final HSA provider will be selected upon the addition of the HDHP medical plan option.

Fully Insured Plan Status Review - The medical plan was reviewed for potential financial savings by transitioning to a self-insured plan status. Based on this analysis, it is not recommended for further consideration at this time. Factors contributing to this include the need for continued focus on a benefits strategy of promoting consumerism, prevention, and wellness. In addition to the potential addition of an HDHP medical plan option, focus on preventative care education, Employee Assistance Program review, behavioral health services options, and wellness program options are also under review and consideration for the 2024 benefit plan year. Another factor is the aging population maintained on the medical plan after retirement which generally increases risk to the plan.

Dental Benefits Overview

The Village switched dental providers in October 2022 to MetLife to achieve substantial savings. For dental benefits, the current dental premium increase with MetLife is at the cap of \$16,297 (6%). Other dental providers declined to quote at this time.

Vision Benefits Overview

The Village currently offers comprehensive vision benefits through a Standard or Enhanced vision plan option by VSP. Employees can choose which plan option meets their needs and pay the entire premium. The VSP renewal came back with a premium increase of \$1,312 (2.95%) with a two-year guarantee. Other vision providers quoted, however, a change would result in benefit plan design changes that would offer a level of coverage lower than what is provided today. Remaining with the current VSP offering continues to be the best option.

Life & AD&D Insurance Overview

The current life insurance premium has a 0% premium rate guarantee through 2024.

Premium Sharing

With the continued increase to medical premiums, the current premium share between the Village and employees was re-evaluated. It is recommended that non-union employee premium sharing is increased to 14% effective January 1, 2024 for the BAHMO, HMOI, and PPO option. It is recommended that the \$3,200/\$6,400 HDHP plan is offered with a 3% premium share due to the high deductible employee responsibility. Premium share for dental to increase to 14%, vision remains 100% paid by the employee, and life insurance remains 100% paid by the Village. ACA benefit remains BAHMO 20% for single plus 100% any additional coverage (benefit/tier) paid by the employee. COBRA 2% administration fee remains unchanged.

Recommendation

It is recommended that medical, dental, vision, and life insurance benefits are renewed with the current providers with a premium sharing increase to non-union employees as noted above. It is further recommended that an Embedded Deductible HDHP \$3,200/\$6,400 medical plan option with a premium share as noted above is added for all benefit eligible, non-union employees to choose from and a Village HSA annual seed payable in January 2024 of \$1,000/\$2,000 is provided to all full-time, non-union employees who enroll in the HDHP plan.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-111

**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE BENEFIT
AGREEMENTS FOR A 12-MONTH TERM FOR THE PURCHASE OF MEDICAL, DENTAL,
VISION, AND LIFE INSURANCE BENEFITS FOR
THE BENEFIT PLAN YEAR JANUARY 2024 THROUGH DECEMBER 2024**

**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-111**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE BENEFIT AGREEMENTS FOR A 12-MONTH TERM FOR THE PURCHASE OF MEDICAL, DENTAL, VISION, AND LIFE INSURANCE BENEFITS FOR THE BENEFIT PLAN YEAR JANUARY 2024 THROUGH DECEMBER 2024**

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 BlueCross BlueShield of Illinois, MetLife and VSP for a 12-month term; 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 Agreements be entered into and executed by said Village of Tinley Park, with said Agreement shall reflect the attached Marketing Proposal rates for such benefits being attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

ADOPTED this 19th day of September 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

THE HORTON GROUP MARKETING PROPOSAL

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-111, “**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE BENEFIT AGREEMENTS FOR A 12-MONTH TERM FOR THE PURCHASE OF MEDICAL, DENTAL, VISION, AND LIFE INSURANCE BENEFITS FOR THE BENEFIT PLAN YEAR JANUARY 2024 THROUGH DECEMBER 2024,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on 19th day of September, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK



Insurance / Risk Advisory / Employee Benefits

HORTON

The Horton Group's
Marketing Proposal

Prepared for: **Village of Tinley Park**
January 2024

Presented By:
Michael E. Wojcik
mike.wojcik@thehortongroup.com
Phone: 708-845-3126 / Cell: 708-650-1557



Village of Tinley Park

January 1, 2024

The following Medical markets were approached:	
Carrier	Status
Aetna	Quoted
Blue Cross Blue Shield of IL	Incumbent
Cigna	Declined
United Healthcare	Quoted

The following Dental markets were approached:	
Carrier	Status
BCBS	Declined
Delta Dental	Declined
Guardian	Declined
MetLife	Incumbent

The following Life markets were reviewed:	
Carrier	Status
BCBS	Incumbent - Rate Guarantee

The following Voluntary Vision markets were approached:	
Carrier	Status
BCBS	Quoted
EyeMed	Quoted
VSP	Incumbent

Enrollment From BCBS Renewal

	EE	ES	EC	FAM	Med	Med + 1	Total
BA HMO	17	2	5	7	0	0	31
HMOI	12	3	1	11	0	1	28
PPO	77	51	32	87	1	0	248
Total	106	56	38	105	1	1	307

Presented by: Mike Wojcik

15 Month Policy - 10/1/22-12/31/23

12 Month Policy

Renegotiated 8/2/23
12 Month Policy

Carriers:	CURRENT BCBS			RENEWAL BCBS			RENEWAL BCBS		
Type of Plan	BA HMO	HMO I	PPO	BA HMO	HMO I	PPO	BA HMO	HMO I	PPO
In Network Benefits									
Individual Deductible	n/a	n/a	\$500	n/a	n/a	\$500	n/a	n/a	\$500
Family Deductible	n/a	n/a	\$1,500	n/a	n/a	\$1,500	n/a	n/a	\$1,500
Co-Insurance	100%	100%	80%	100%	100%	80%	100%	100%	80%
Individual Out of Pocket	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Family Out of Pocket	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500
Emergency Room Co-pay	\$150	\$150	\$250	\$150	\$150	\$250	\$150	\$150	\$250
Hospital Co-pay	100%	100%	80% After Ded	100%	100%	80% After Ded	100%	100%	80% After Ded
Retail Rx Co-pay	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60
Mail Order Rx Co-pay	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail
Individual Rx OOPM includes copays	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Family Rx OOPM includes copays	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000
Primary Physician Office Visit Co-pay	\$20	\$30	\$25	\$20	\$30	\$25	\$20	\$30	\$25
Specialists Office Visit Co-pay	\$40	\$50	\$50	\$40	\$50	\$50	\$40	\$50	\$50
Telemedicine	N/A	N/A	\$25	N/A	N/A	\$25	N/A	N/A	\$25
Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%	100%
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Out of Network Benefits									
Individual Deductible			\$1,500			\$1,500			\$1,500
Family Deductible			\$4,500			\$4,500			\$4,500
Co-Insurance			60%			60%			60%
Individual Out of Pocket			\$4,500			\$4,500			\$4,500
Family Out of Pocket			\$10,500			\$10,500			\$10,500
Emergency Co-pay			80% After Ded			80% After Ded			80% After Ded
Hospital Co-pay			\$300, then 60% After Ded			\$300, then 60% After Ded			\$300, then 60% After Ded
Physician Office Visit Services			60% After Ded			60% After Ded			60% After Ded
Preventative Services			60% After Ded			60% After Ded			60% After Ded
Lifetime Maximum			Unlimited			Unlimited			Unlimited
Medical Premium									
Employee	\$675.69	\$684.58	\$889.05	\$757.45	\$767.41	\$996.63	\$718.26	\$727.71	\$945.06
Employee + Spouse	\$1,381.44	\$1,399.63	\$1,817.69	\$1,548.59	\$1,568.99	\$2,037.63	\$1,468.47	\$1,487.81	\$1,932.20
Employee +Children	\$1,325.67	\$1,343.12	\$1,744.29	\$1,486.08	\$1,505.64	\$1,955.35	\$1,409.19	\$1,427.74	\$1,854.18
Family	\$2,051.06	\$2,078.04	\$2,698.76	\$2,299.24	\$2,329.48	\$3,025.31	\$2,180.28	\$2,208.96	\$2,868.78
Medicare Primary	\$574.22	\$581.79	\$755.55	\$643.70	\$652.19	\$846.97	\$610.40	\$618.44	\$803.15
Medicare + 1	\$1,148.46	\$1,163.56	\$1,511.12	\$1,287.42	\$1,304.35	\$1,693.97	\$1,220.81	\$1,236.86	\$1,606.32
Monthly Premium	\$35,235.38	\$37,778.97	\$452,523.99	\$39,498.91	\$42,350.16	\$507,279.78	\$37,455.27	\$40,159.11	\$481,032.59
Total Monthly Premium		\$525,538.34			\$589,128.85			\$558,646.97	
Total Annual Premium		\$6,306,460.08			\$7,069,546.20			\$6,703,763.64	
Premium Change					\$763,086.12			\$397,303.56	
Percent Change					12.10%			6.30%	

*Out of Pocket Maximum includes all member costs: deductible, coinsurance, office visit copayments, emergency room copayments and prescription drug copayments.

Village of Tinley Park
Health Review
January 1, 2024

Enrollment From BCBS Renewal

	EE	ES	EC	FAM	Med	Med + 1	Total
BA HMO	17	2	5	7	0	0	31
HMOI	12	3	1	11	0	1	28
PPO	77	51	32	87	1	0	248
Total	106	56	38	105	1	1	307

Presented by: Mike Wojcik

15 Month Policy - 10/1/22-12/31/23

Pending Underwriting Confirmation for Firm Rates

Requires Completion of Employer Application to Firm Rates

Carriers:	CURRENT BCBS			OPTION 1 AETNA			OPTION 2 UHC		
Type of Plan	BA HMO	HMO I	PPO	HMO - 1	HMO - 2	PPO	Charter HMO	Charter HMO	Core PPO
In Network Benefits									
Individual Deductible	n/a	n/a	\$500	n/a	n/a	\$500	n/a	n/a	\$500
Family Deductible	n/a	n/a	\$1,500	n/a	n/a	\$1,500	n/a	n/a	\$1,500
Co-Insurance	100%	100%	80%	100%	100%	80%	100%	100%	80%
Individual Out of Pocket	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,000	\$1,500	\$1,500	\$1,000
Family Out of Pocket	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Emergency Room Co-pay	\$150	\$150	\$250	\$150	\$150	\$250	\$150	\$150	\$250
Hospital Co-pay	100%	100%	80% After Ded	100%	100%	80% After Ded	100%	100%	80% After Ded
Retail Rx Co-pay	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	\$15/35/60	\$15/35/60	\$10/40/75/125
Mail Order Rx Co-pay	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2.5 x Retail	2.5 x Retail	2.5 x Retail
Individual Rx OOPM includes copays	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Included	Included	Included
Family Rx OOPM includes copays	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	Included	Included	Included
Primary Physician Office Visit Co-pay	\$20	\$30	\$25	\$30	\$30	\$25	\$20	\$30	\$25
Specialists Office Visit Co-pay	\$40	\$50	\$50	\$50	\$50	\$50	\$40	\$50	\$50
Telemedicine	N/A	N/A	\$25	N/A	N/A	N/A	N/A	N/A	N/A
Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%	100%
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Out of Network Benefits									
Individual Deductible			\$1,500			\$1,500			\$1,500
Family Deductible			\$4,500			\$4,500			\$4,500
Co-Insurance			60%			60%			60%
Individual Out of Pocket			\$4,500			\$3,000			\$3,000
Family Out of Pocket			\$10,500			\$6,000			\$6,000
Emergency Co-pay			80% After Ded			80% After Ded			80% After Ded
Hospital Co-pay			\$300, then 60% After Ded			\$300, then 60% After Ded			\$300, then 60% After Ded
Physician Office Visit Services			60% After Ded			60% After Ded			60% After Ded
Preventative Services			60% After Ded			60% After Ded			60% After Ded
Lifetime Maximum			Unlimited			Unlimited			Unlimited
Medical Premium									
Employee	\$675.69	\$684.58	\$889.05	\$737.79	\$747.50	\$970.76	\$791.60	\$782.51	\$1,037.40
Employee + Spouse	\$1,381.44	\$1,399.63	\$1,817.69	\$1,508.41	\$1,528.27	\$1,984.75	\$1,618.45	\$1,599.87	\$2,121.00
Employee +Children	\$1,325.67	\$1,343.12	\$1,744.29	\$1,447.51	\$1,466.57	\$1,904.61	\$1,553.10	\$1,535.26	\$2,035.35
Family	\$2,051.06	\$2,078.04	\$2,698.76	\$2,239.57	\$2,269.03	\$2,946.80	\$2,402.56	\$2,375.35	\$3,149.08
Medicare Primary	\$574.22	\$581.79	\$755.55	\$737.79	\$747.50	\$970.86	\$791.60	\$782.51	\$1,037.40
Medicare + 1	\$1,148.46	\$1,163.56	\$1,511.12	\$2,239.57	\$2,269.03	\$2,946.80	\$1,618.45	\$1,599.87	\$2,121.00
Monthly Premium	\$35,235.38	\$37,778.97	\$452,523.99	\$38,473.79	\$42,249.74	\$494,260.75	\$41,277.52	\$43,453.71	\$528,189.36
Total Monthly Premium		\$525,538.34			\$574,984.28			\$612,920.59	
Total Annual Premium		\$6,306,460.08			\$6,899,811.36			\$7,355,047.08	
Premium Change					\$593,351.28			\$1,048,587.00	
Percent Change					9.41%			16.63%	
Wellness or Implementation Credit					\$20,000.00			\$25,000.00	

*Out of Pocket Maximum includes all member costs: deductible, coinsurance, office visit copayments, emergency room copayments and prescription drug copayments.



**Village of Tinley Park
Health Review
January 1, 2024**

Enrollment From BCBS Renewal - Assumes 10% of Non-Union PPO plan Subscribers migrate to HDHP/HSA plan

	EE	ES	EC	FAM	Med	Med + 1	Total
(1) BA HMO	17	2	5	7	0	0	31
(2) HMOI	12	3	1	11	0	1	28
(3) PPO	75	49	31	83	1	0	239
(4) HDHP/HSA	2	2	1	4	0	0	9
Total	106	56	38	105	1	1	307

Presented by: Mike Wojcik

15 Month Policy - 10/1/22-12/31/23

Renegotiated 8/2/23
12 Month PolicyRenegotiated & Rebalanced 8/10/23
12 Month Policy

Carriers:	CURRENT BCBS			RENEWAL BCBS			RENEWAL ALTERNATE 1 - ADD 4TH PLAN - HDHP/HSA BCBS			
Type of Plan	BA HMO (1)	HMO I (2)	PPO (3 & 4)	BA HMO (1)	HMO I (2)	PPO (3 & 4)	BA HMO (1)	HMO I (2)	PPO (3)	HDHP/HSA (4) Embedded
In Network Benefits										
Individual Deductible	n/a	n/a	\$500	n/a	n/a	\$500	n/a	n/a	\$500	\$3,200
Family Deductible	n/a	n/a	\$1,500	n/a	n/a	\$1,500	n/a	n/a	\$1,500	\$6,400
Co-Insurance	100%	100%	80%	100%	100%	80%	100%	100%	80%	100%
Individual Out of Pocket	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$3,200
Family Out of Pocket	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500	\$6,400
Emergency Room Co-pay	\$150	\$150	\$250	\$150	\$150	\$250	\$150	\$150	\$250	100% After Ded
Hospital Co-pay	100%	100%	80% After Ded	100%	100%	80% After Ded	100%	100%	80% After Ded	100% After Ded
Retail Rx Co-pay	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	100% After Ded
Mail Order Rx Co-pay	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	100% After Ded
Individual Rx OOPM includes copays	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Included
Family Rx OOPM includes copays	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	Included
Primary Physician Office Visit Co-pay	\$20	\$30	\$25	\$20	\$30	\$25	\$20	\$30	\$25	100% After Ded
Specialists Office Visit Co-pay	\$40	\$50	\$50	\$40	\$50	\$50	\$40	\$50	\$50	100% After Ded
Telemedicine	N/A	N/A	\$25	N/A	N/A	\$25	N/A	N/A	\$25	100% After Ded
Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Out of Network Benefits										
Individual Deductible			\$1,500			\$1,500			\$1,500	\$6,400
Family Deductible			\$4,500			\$4,500			\$4,500	\$12,800
Co-Insurance			60%			60%			60%	100%
Individual Out of Pocket			\$4,500			\$4,500			\$4,500	\$6,400
Family Out of Pocket			\$10,500			\$10,500			\$10,500	\$12,800
Emergency Co-pay			80% After Ded			80% After Ded			80% After Ded	100% After Ded
Hospital Co-pay			\$300, then			\$300, then			\$300, then	\$300, then
Physician Office Visit Services			60% After Ded			60% After Ded			60% After Ded	100% After Ded
Preventative Services			60% After Ded			60% After Ded			60% After Ded	100% After Ded
Lifetime Maximum			Unlimited			Unlimited			Unlimited	Unlimited
Medical Premium										
Employee	\$675.69	\$684.58	\$889.05	\$718.26	\$727.71	\$945.06	\$649.64	\$706.13	\$941.50	\$789.26
Employee + Spouse	\$1,381.44	\$1,399.63	\$1,817.69	\$1,468.47	\$1,487.81	\$1,932.20	\$1,328.20	\$1,443.70	\$1,924.93	\$1,613.67
Employee +Children	\$1,325.67	\$1,343.12	\$1,744.29	\$1,409.19	\$1,427.74	\$1,854.18	\$1,274.57	\$1,385.40	\$1,847.20	\$1,548.51
Family	\$2,051.06	\$2,078.04	\$2,698.76	\$2,180.28	\$2,208.96	\$2,868.78	\$1,972.01	\$2,143.49	\$2,857.99	\$2,395.85
Medicare Primary	\$574.22	\$581.79	\$755.55	\$610.40	\$618.44	\$803.15	\$552.09	\$600.10	\$800.13	\$670.75
Medicare + 1	\$1,148.46	\$1,163.56	\$1,511.12	\$1,220.81	\$1,236.86	\$1,606.32	\$1,104.19	\$1,200.21	\$1,600.28	\$1,341.51
Monthly Premium	\$35,235.38	\$37,778.97	\$452,523.99	\$37,455.27	\$40,159.11	\$481,032.59	\$33,877.20	\$38,968.66	\$460,210.57	\$15,937.77
Total Monthly Premium		\$525,538.34			\$558,646.97			\$548,994.20		
Total Annual Premium		\$6,306,460.08			\$6,703,763.64			\$6,587,930.40		
Annual HDHP/HSA Seed: \$1,000 S / \$2,000 F										\$16,000.00
Total Annual Premium with HDHP/HSA Seed								\$6,603,930.40		
Premium Change					\$397,303.56			\$297,470.32		
Percent Change					6.30%			4.46%		

*Out of Pocket Maximum includes all member costs: deductible, coinsurance, office visit copayments, emergency room copayments and prescription drug copayments.

HORTON

Village of Tinley Park
Health Review
January 1, 2024

Enrollment From BCBS Renewal - Assumes 0% of Non-Union PPO plan Subscribers migrate to HDHP/HSA plan

	EE	ES	EC	FAM	Med	Med + 1	Total
(1) BA HMO	17	2	5	7	0	0	31
(2) HMOI	12	3	1	11	0	1	28
(3) PPO	77	51	32	87	1	0	248
(4) HDHP/HSA	0	0	0	0	0	0	0
Total	106	56	38	105	1	1	307

FINAL Accepted Rates 1.24

Presented by: Mike Wojcik

15 Month Policy - 10/1/22-12/31/23

Renegotiated 8/2/23

12 Month Policy

Renegotiated & Rebalanced 8/10/23 - No Migration to HDHP/HSA

12 Month Policy

Carriers:	CURRENT BCBS			RENEWAL BCBS			RENEWAL ALTERNATE 1 - ADD 4TH PLAN - HDHP/HSA BCBS			
Type of Plan	BA HMO (1)	HMO I (2)	PPO (3 & 4)	BA HMO (1)	HMO I (2)	PPO (3 & 4)	BA HMO (1)	HMO I (2)	PPO (3)	HDHP/HSA (4) Embedded
In Network Benefits										
Individual Deductible	n/a	n/a	\$500	n/a	n/a	\$500	n/a	n/a	\$500	\$3,200
Family Deductible	n/a	n/a	\$1,500	n/a	n/a	\$1,500	n/a	n/a	\$1,500	\$6,400
Co-Insurance	100%	100%	80%	100%	100%	80%	100%	100%	80%	100%
Individual Out of Pocket	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$3,200
Family Out of Pocket	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500	\$3,000	\$3,000	\$4,500	\$6,400
Emergency Room Co-pay	\$150	\$150	\$250	\$150	\$150	\$250	\$150	\$150	\$250	100% After Ded
Hospital Co-pay	100%	100%	80% After Ded	100%	100%	80% After Ded	100%	100%	80% After Ded	100% After Ded
Retail Rx Co-pay	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	\$10/40/60	\$10/40/60	\$15/40/60	100% After Ded
Mail Order Rx Co-pay	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	2 x Retail	100% After Ded
Individual Rx OOPM includes copays	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Included
Family Rx OOPM includes copays	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	\$2,000	\$2,000	\$3,000	Included
Primary Physician Office Visit Co-pay	\$20	\$30	\$25	\$20	\$30	\$25	\$20	\$30	\$25	100% After Ded
Specialists Office Visit Co-pay	\$40	\$50	\$50	\$40	\$50	\$50	\$40	\$50	\$50	100% After Ded
Telemedicine	N/A	N/A	\$25	N/A	N/A	\$25	N/A	N/A	\$25	100% After Ded
Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Out of Network Benefits										
Individual Deductible			\$1,500			\$1,500			\$1,500	\$6,400
Family Deductible			\$4,500			\$4,500			\$4,500	\$12,800
Co-Insurance			60%			60%			60%	100%
Individual Out of Pocket			\$4,500			\$4,500			\$4,500	\$6,400
Family Out of Pocket			\$10,500			\$10,500			\$10,500	\$12,800
Emergency Co-pay			80% After Ded			80% After Ded			80% After Ded	100% After Ded
Hospital Co-pay			\$300, then			\$300, then			\$300, then	100% After Ded
Physician Office Visit Services			60% After Ded			60% After Ded			60% After Ded	100% After Ded
Preventative Services			60% After Ded			60% After Ded			60% After Ded	100% After Ded
Lifetime Maximum			Unlimited			Unlimited			Unlimited	Unlimited
Medical Premium										
Employee	\$675.69	\$684.58	\$889.05	\$718.26	\$727.71	\$945.06	\$649.64	\$706.13	\$941.50	\$789.26
Employee + Spouse	\$1,381.44	\$1,399.63	\$1,817.69	\$1,468.47	\$1,487.81	\$1,932.20	\$1,328.20	\$1,443.70	\$1,924.93	\$1,613.67
Employee + Children	\$1,325.67	\$1,343.12	\$1,744.29	\$1,409.19	\$1,427.74	\$1,854.18	\$1,274.57	\$1,385.40	\$1,847.20	\$1,548.51
Family	\$2,051.06	\$2,078.04	\$2,698.76	\$2,180.28	\$2,208.96	\$2,868.78	\$1,972.01	\$2,143.49	\$2,857.99	\$2,395.85
Medicare Primary	\$574.22	\$581.79	\$755.55	\$610.40	\$618.44	\$803.15	\$552.09	\$600.10	\$800.13	\$670.75
Medicare + 1	\$1,148.46	\$1,163.56	\$1,511.12	\$1,220.81	\$1,236.86	\$1,606.32	\$1,104.19	\$1,200.21	\$1,600.28	\$1,341.51
Monthly Premium	\$35,235.38	\$37,778.97	\$452,523.99	\$37,455.27	\$40,159.11	\$481,032.59	\$33,877.20	\$38,968.66	\$479,222.59	\$0.00
Total Monthly Premium		\$525,538.34			\$558,646.97			\$552,068.45		
Total Annual Premium		\$6,306,460.08			\$6,703,763.64			\$6,624,821.40		
Annual HDHP/HSA Seed: \$1,000 S / \$2,000 F										\$0.00
Total Annual Premium with HDHP/HSA Seed								\$6,624,821.40		
Premium Change					\$397,303.56			\$318,361.32		
Percent Change					6.30%			5.05%		

*Out of Pocket Maximum includes all member costs: deductible, coinsurance, office visit copayments, emergency room copayments and prescription drug copayments.

VILLAGE OF TINLEY...
Village of Tinley Park
ASO Health Review
January 1, 2024



Presented by: Mike Wojcik

MATURE
ILLUSTRATIVE ONLY

ADMINISTRATOR	CURRENT - FULLY INSURED BCBS		RENEWAL - FULLY INSURED BCBS		% Change	ALTERNATE 1 BCBS		% Change	ALTERNATE 2 BCBS		% Change
Reinsurance Carrier						BCBS				BCBS	
PPO Network						BCBS				BCBS	
Specific Deductible						\$100,000				\$100,000	
Specific Contract						IMMATURE				MATURE	
Specific Coverage						Medical & Rx				Medical & Rx	
Aggregate Contract						IMMATURE				MATURE	
Aggregate Coverage						Medical & Rx				Medical & Rx	
Lifetime Maximum						Unlimited				Unlimited	
Employee Census	PPO	HMO	PPO	HMO		PPO	HMO		PPO	HMO	
Employee Only	78	29	78	29		78	29		78	29	
Family Employees	170	30	170	30		170	30		170	30	
Total	248	59	248	59		248	59		248	59	
Fixed Costs											
Admin / PPO / UR						\$106.54	\$106.54		\$107.97	\$107.97	
Rx Rebate						(\$104.75)	(\$104.75)		(\$104.75)	(\$104.75)	
Medical Rebate Credit						(\$2.50)			(\$2.50)		
Net Admin Rate Fee						(\$0.71)	\$1.79		\$0.72	\$3.22	
Total Monthly Admin						(\$70.47)			\$368.54		
Employee Only Specific Rate						\$340.91	\$135.46		\$381.07	\$151.42	
Family Specific Rate						\$340.91	\$135.46		\$381.07	\$151.42	
Total Monthly Specific Prem						\$92,537.82			\$103,439.14		
Total Monthly Admin & Stop Loss Costs:						\$92,467.35			\$103,807.68		
Annual Aggregate Premium						\$14,668.00	\$5,373.00		\$15,601.00	\$5,889.00	
Total Annual Admin & SL Costs:						\$1,129,649.20			\$1,267,182.16		
Physician Service Fees											
HMO Managed Care Fee							\$13.63			\$13.63	
Physician Service Fees (Direct)							\$317.30			\$317.30	
Physician Service Fees (Allocated)							\$45.31			\$45.31	
Total Monthly PSF Costs						\$22,198.16			\$22,198.16		
Total Annual PSF Costs						\$266,377.92			\$266,377.92		
Aggregate Liability											
Employee Only Aggregate Factor						\$1,925.34	\$968.01		\$2,047.80	\$1,060.91	
Family Aggregate Factor						\$1,925.34	\$968.01		\$2,047.80	\$1,060.91	
Total Monthly Aggregate Liability:						\$534,596.91			\$570,448.09		
Total Annual Aggregate Liability:						\$6,415,162.92			\$6,845,377.08		
Laser Liability						TBD			TBD		
Estimated ACA Taxes						\$1,904.10			\$1,904.10		
Maximum Plan Exposure (% Chg from Current)	\$6,306,460.08		\$6,703,763.64		6.3%	\$7,813,094.14		23.9%	\$8,380,841.26		32.9%
Expected Plan Exposure (% Chg from Current)	\$6,306,460.08		\$6,703,763.64		6.3%	\$6,530,061.56		3.5%	\$7,011,765.84		11.2%
\$ Change from Current Expected			\$397,303.56			\$223,601.48			\$705,305.76		

Based on Marketing Census

EE	128
ES	61
EC	35
FAM	111
Total	335

Presented by: Mike Wojcik

**FINAL Accepted
Rates 1.24**

<u>Carriers:</u>	CURRENT METLIFE*	RENEWAL METLIFE*
Type of Plan	PPO	PPO
<u>In Network Benefits</u>		
Individual Deductible	\$50	\$50
Family Deductible	\$150	\$150
Preventative Co-Insurance	100%	100%
Deductible Waived on Preventative	Yes	Yes
Basic Co-Insurance	80%	80%
Major Co-Insurance	50%	50%
Orthodontia Co-Insurance	50%	50%
Deductible Waived on Ortho	Yes	Yes
Endodontics Co-Insurance	80%	80%
Periodontics Co-Insurance	80%	80%
Surgical Periodontics Co-Insurance	80%	80%
Annual Maximum	\$1,000	\$1,000
Orthodontia Lifetime Maximum	\$1,250	\$1,250
<u>Out of Network Benefits</u>		
Individual Deductible	\$50	\$50
Family Deductible	\$150	\$150
Preventative Co-Insurance	100%	100%
Deductible Waived on Preventative	Yes	Yes
Basic Co-Insurance	80%	80%
Major Co-Insurance	50%	50%
Orthodontia Co-Insurance	50%	50%
Deductible Waived on Ortho	Yes	Yes
Endodontics Co-Insurance	80%	80%
Periodontics Co-Insurance	80%	80%
Surgical Periodontics Co-Insurance	80%	80%
Annual Maximum	\$1,000	\$1,000
Orthodontia Lifetime Maximum	\$1,250	\$1,250
	<i>R&C 90th</i>	<i>R&C 90th</i>
<u>Dental Premium</u>		
Employee	\$32.32	\$34.26
Employee +Spouse	\$71.33	\$75.61
Employee +Child	\$68.46	\$72.57
Family	\$105.91	\$112.26
<u>Total PPO Monthly Premium</u>	\$22,640.20	\$23,998.30
<u>Total Dental Annual Premium</u>	\$271,682.40	\$287,979.60
<u>Percent Change</u>		6.00%
<u>Rate Guarantee</u>	Until 12/31/23	Until 12/31/24
	2nd Yr Cap: 6%	2nd Yr Cap: 7%
	3rd Yr Cap: 7%	

* Certain benefits are limited to 1 per tooth in 5 calendar years.

**Village of Tinley Park
Life Review
January 1, 2024**



**EE's
270**

Presented by: Mike Wojcik

**FINAL Accepted
Rates 1.24**

<u>Carriers</u>	CURRENT BCBS	RENEWAL BCBS
<u>Benefit Amount</u>		
<u>Class 1: Director & Assistant Director</u>	\$65,000	\$65,000
<u>Class 2: Senior Management</u>	\$60,000	\$60,000
<u>Class 3: Professional & Supervisory</u>	\$55,000	\$55,000
<u>Class 4: Elected & Appointed Officials</u>	\$50,000	\$50,000
<u>Class 6: Library Employees</u>	\$50,000	\$50,000
<u>Class 7: All Others</u>	\$50,000	\$50,000
<u>Age Reduction Schedule: Classes 1, 2 and 3</u>		
% Benefit Amount Reduces to at Age 65	65%	65%
% Benefit Amount Reduces to at Age 70	50%	50%
% Benefit Amount Reduces to at Age 75	30%	30%
<u>No Age Reduction Schedule for Class 4</u>		
<u>Age Reduction Schedule: Classes 6 and 7</u>		
% Benefit Amount Reduces to at Age 65	65%	65%
<u>Medical Evacuation</u>	Included	Included
<u>Life Premium</u>		
Employee Life per \$1000	\$0.153	\$0.153
Employee AD&D per \$1000	\$0.023	\$0.023
Total for Life & AD&D	\$0.176	\$0.176
<u>Life Volume</u>	13,797,500	13,797,500
<u>Life Monthly Premium</u>	\$2,428.36	\$2,428.36
<u>Life Annual Premium</u>	\$29,140.32	\$29,140.32
<u>Percentage Change</u>		0.00%
<u>Rate Guarantee</u>	Until 12/31/24	Until 12/31/24

Village of Tinley Park

Vision Review

January 1, 2024



	Standard Plan	Premium Plan
EE	24	58
ES	7	30
EC	11	14
FAM	19	47
Total	61	149

Presented by: Mike Wojcik

FINAL Accepted
Rates 1.24

Carriers:	Current VSP				Renewal VSP			
	In-Network Standard Plan VSP Choice	Out-of-Network	In-Network Premium Plan VSP Choice	Out-of-Network	In-Network Standard Plan VSP Choice	Out-of-Network	In-Network Premium Plan VSP Choice	Out-of-Network
Network								
Copayment Exam	\$10		\$10		\$10		\$10	
Copayment Materials	\$25		\$25		\$25		\$25	
Benefits								
<u>Examination</u>	\$25	Reimbursed up to \$45	\$25	Reimbursed up to \$45	\$25	Reimbursed up to \$45	\$25	Reimbursed up to \$45
<u>Basic Lenses</u>								
Single	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$30
Bifocal	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$50
Trifocal	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$65
<u>Lens Options</u>								
Ant-Reflective Coating	n/a		\$0		n/a		\$0	
Scratch-Resistance	n/a		\$0		n/a		\$0	
Tint	n/a		\$0		n/a		\$0	
Progressive	\$0-175		\$0		\$0-175		\$0	
Other	Average 30% savings		Average 30% savings		Average 30% savings		Average 30% savings	
<u>Contact Lenses</u>								
Elective Conventional Lenses	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105
Elective Disposables	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105
Necessary Contact Lenses	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210
<u>Frames</u>								
	Covered in full up to \$130 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$180 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$130 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$180 retail allowance; 20% off balance	Reimbursed up to \$70
Availability								
<u>Examination</u>	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
<u>Lenses</u>	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
<u>Frames</u>	Once Every 12 months		Once Every 24 months		Once Every 12 months		Once Every 24 months	
<u>Contacts</u>	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Rates								
Employee	\$8.20		\$11.31		\$8.45		\$11.64	
Employee + Spouse	\$13.12		\$18.09		\$13.52		\$18.62	
Employee + Child(ren)	\$13.39		\$18.47		\$13.80		\$19.01	
Family	\$21.59		\$29.78		\$22.25		\$30.65	
Monthly Premium	\$846.14		\$2,856.92		\$871.99		\$2,940.41	
Total Monthly Premium		\$3,703.06				\$3,812.40		
Total Annual Premium		\$44,436.72				\$45,748.80		
Percent Change						2.95%		
Rate Guarantee		1/1/2024				1/1/2026		

Village of Tinley Park
Vision Review
January 1, 2024



	Standard Plan	Premium Plan
EE	24	58
ES	7	30
EC	11	14
FAM	19	47
Total	61	149

Presented by: Mike Wojcik

Carriers:	Current VSP				Option 1 *BCBS			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Standard Plan		Premium Plan		Low Plan		Premium Plan	
	VSP Choice		VSP Choice		EyeMed Insight		EyeMed Insight	
Network								
Copayment Exam	\$10		\$10		\$10		\$10	
Copayment Materials	\$25		\$25		\$25		\$25	
Benefits								
Examination	\$10	Reimbursed up to \$45	\$10	Reimbursed up to \$45	\$10	Reimbursed up to \$30	\$10	Reimbursed up to \$30
Basic Lenses								
Single	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$25	Covered in Full after Copay	Reimbursed up to \$25
Bifocal	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$40	Covered in Full after Copay	Reimbursed up to \$40
Trifocal	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$55	Covered in Full after Copay	Reimbursed up to \$55
Lens Options								
Standard Anti-Reflective Coating	n/a		\$0		\$45		\$45	
Scratch-Resistance	n/a		\$0		\$15		\$15	
UV Protection					\$15		\$15	
Tint	n/a		\$0		\$15		\$15	
Photochromics					\$75		\$75	
Polycarbonate					\$40		\$40	
Progressive	\$0-175		\$0		\$90 to \$135, Tier 4 \$90 + 80% of charge minus \$120		\$25 to \$70, Tier 4 \$90 + 80% of charge minus \$120	
Other	Average 30% savings		Average 30% savings					
Contact Lenses								
Elective Conventional Lenses	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130; 15% off balance	Reimbursed up to \$80	Covered In Full up to \$180; 15% off balance	Reimbursed up to \$80
Elective Disposables	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130	Reimbursed up to \$80	Covered In Full up to \$180	Reimbursed up to \$80
Necessary Contact Lenses	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210
Frames								
	Covered in full up to \$130 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$180 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$130 retail allowance; 20% off balance	Reimbursed up to \$50	Covered in full up to \$180 retail allowance; 20% off balance	Reimbursed up to \$70
Availability								
Examination	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Lenses	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Frames	Once Every 12 months		Once Every 24 months		Once Every 12 months		Once Every 12 months	
Contacts	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Rates								
Employee	\$8.20		\$11.31		\$7.61		\$10.50	
Employee + Spouse	\$13.12		\$18.09		\$12.18		\$16.79	
Employee + Child(ren)	\$13.39		\$18.47		\$12.42		\$17.15	
Family	\$21.59		\$29.78		\$20.04		\$27.65	
Monthly Premium	\$846.14		\$2,856.92		\$785.28		\$2,652.35	
Total Monthly Premium		\$3,703.06				\$3,437.63		
Total Annual Premium		\$44,436.72				\$41,251.56		
Percent Change						-7.17%		
Rate Guarantee		1/1/2024				1/1/2028		

*BCBS - If vision coverage is placed with BCBS, then BCBS offers 0.5% discount to renewal medical premium rates.

Village of Tinley Park
Vision Review
January 1, 2024



	Standard Plan	Premium Plan
EE	24	58
ES	7	30
EC	11	14
FAM	19	47
Total	61	149

Presented by: Mike Wojcik

Carriers:	Current VSP				Option 2 EyeMed			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Standard Plan		Premium Plan		Low Plan		Premium Plan	
	VSP Choice		VSP Choice		EyeMed Insight		EyeMed Insight	
Network								
Copayment Exam	\$10		\$10		\$10 (\$0 PLUS Providers)		\$10 (\$0 PLUS Providers)	
Copayment Materials	\$25		\$25		\$25		\$25	
Benefits								
<u>Examination</u>	\$10	Reimbursed up to \$45	\$10	Reimbursed up to \$45	\$10	Reimbursed up to \$40	\$10	Reimbursed up to \$40
<u>Basic Lenses</u>								
Single	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$30	Covered in Full after Copay	Reimbursed up to \$25	Covered in Full after Copay	Reimbursed up to \$30
Bifocal	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$50	Covered in Full after Copay	Reimbursed up to \$40	Covered in Full after Copay	Reimbursed up to \$50
Trifocal	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$65	Covered in Full after Copay	Reimbursed up to \$55	Covered in Full after Copay	Reimbursed up to \$70
<u>Lens Options</u>								
Standard Anti-Reflective Coating	n/a		\$0		\$45		\$0	
Scratch-Resistance	n/a		\$0		\$15		\$0	
UV Protection					\$15		\$15	
Tint	n/a		\$0		\$15		\$0	
Photochromics					\$75		\$75	
Polycarbonate					\$40		\$40	
Progressive	\$0-175		\$0		\$25 to \$200		\$25	
Other	Average 30% savings		Average 30% savings		Average 20% savings		Average 20% savings	
<u>Contact Lenses</u>								
Elective Conventional Lenses	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130; 15% off balance	Reimbursed up to \$80	Covered In Full up to \$180; 15% off balance	Reimbursed up to \$90
Elective Disposables	Covered In Full up to \$130	Reimbursed up to \$105	Covered In Full up to \$180	Reimbursed up to \$105	Covered In Full up to \$130	Reimbursed up to \$80	Covered In Full up to \$180	Reimbursed up to \$90
Necessary Contact Lenses	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$210	Covered in Full	Reimbursed up to \$300
<u>Frames</u>								
	Covered in full up to \$130 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$180 retail allowance; 20% off balance	Reimbursed up to \$70	Covered in full up to \$130 (\$180 Plus Providers) retail allowance; 20% off balance	Reimbursed up to \$50	Covered in full up to \$180 (\$230 Plus Providers) retail allowance; 20% off balance	Reimbursed up to \$90
Availability								
<u>Examination</u>	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
<u>Lenses</u>	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Frames	Once Every 12 months		Once Every 24 months		Once Every 12 months		Once Every 24 months	
Contacts	Once Every 12 months		Once Every 12 months		Once Every 12 months		Once Every 12 months	
Rates								
Employee	\$8.20		\$11.31		\$7.17		\$14.01	
Employee + Spouse	\$13.12		\$18.09		\$11.47		\$22.42	
Employee + Child(ren)	\$13.39		\$18.47		\$11.71		\$22.88	
Family	\$21.59		\$29.78		\$18.88		\$36.89	
Monthly Premium	\$846.14		\$2,856.92		\$739.90		\$3,539.33	
Total Monthly Premium		\$3,703.06				\$4,279.23		
Total Annual Premium		\$44,436.72				\$51,350.76		
Percent Change						15.56%		
Rate Guarantee		1/1/2024				1/1/2028		

Horton Benefit Solutions Disclaimer Notice

Exposure Evaluation

All terms of this proposal are based on the evaluation of material provided by you or your employees. Horton expressly disclaims all liability for the content of such evaluation material, including but not limited to, any errors or omissions contained therein or arising therefrom. The terms of this proposal are subject to change if you provide new or revised evaluation material to Horton.

Coverage Terms & Conditions

All coverage terms and conditions in the preceding pages are intended as a reference only. Actual policies will contain full coverage exclusions or limitations, terms and conditions, and other wordings that are not summarized herein.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-0-051

**AN ORDINANCE APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND GSP DEVELOPMENT, LLC, FOR THE SALE OF
PROPERTY LOCATED AT 7551 191st STREET IN TINLEY PARK, ILLINOIS**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY 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, and Murray LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-0-051

**AN ORDINANCE APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND GSP DEVELOPMENT, LLC, FOR THE SALE OF
PROPERTY LOCATED AT 7551 191st STREET IN TINLEY PARK, ILLINOIS**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, 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, Tinley Park Ordinance NO. 2022-O-023 authorized and directed the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, to execute a Purchase and Sale Agreement for the sale of property located at 7551 191st Street, Tinley Park, Illinois, and transfer title of said property; and

WHEREAS, The Purchase and Sale Agreement includes a Post-Closing a profit sharing provision with the Village in Section 15.16, the Village's Post-Closing Re-Purchase obligation in Section 15.17; and the Village's Post-Closing Re-Purchase Option in Section 15.17. A copy of the Executed Purchase and Sale Agreement which includes pre-amended Sections 15.16 and 15.17, is attached as Exhibit 1 to this Ordinance.

WHEREAS, Pursuant to Ordinance NO. 2022-O-023, the Village transferred title to the Buyer's designated assignee on or about November 8, 2022; and

WHEREAS, The Village has been advised that due to a change in the overall development plan for the project, the Buyer/Developer has requested that the profit sharing provision in Section 15.16 be deleted, and that both the Village's Re-Purchase Obligation and independent Re-Purchase Option be extended from November 8, 2023, to and including November 8, 2024; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: The President and the Board of Trustees hereby approve the First Amendment to the Agreement for the Purchase and Sale of the Property located at 7551 191st Street, Tinley Park, Illinois

by the Village of Tinley Park, in the form as attached hereto as Exhibit 2; and the Village President and/or the Village Manager are hereby authorized to execute said First Amendment to the Agreement, subject to review and revisions as to form by the Village Attorney.

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

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 19th day of September, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of September, 2023.

VILLAGE PRESIDENT PRO-TEM

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. 2023-0-051, “AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND GSP DEVELOPMENT, LLC, FOR THE SALE OF PROPERTY LOCATED AT 7551 191ST STREET IN TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 19th day of September, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK

EXHIBIT 2

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) to the Purchase and Sale Agreement between the Village of Tinley Park, (hereinafter referred to interchangeably as “Seller” or “Village”), and Tinley Park Land Development LLC, assignee of GSP Development LLC (hereinafter referred to interchangeably as “Purchaser” or “Developer”), is made by and between the Village and Developer.

RECITALS

A. On April 5, 2022, Seller/Village and Purchaser/Developer entered into that certain Agreement of Purchase and Sale (“Agreement”) for the purchase of the real estate commonly known as commonly known as 7551 191st Street, Tinley Park, Will County Illinois (“Property”).

B. The Property closed on November 8, 2022. Therefore, the Closing Date within the meaning of the Agreement is November 8, 2022. Purchaser and Seller desire to amend the Post Closing Provisions of the Agreement to: (i) delete Section 15.16 in its entirety; and (ii) extend both the Seller/Village’s repurchase obligation, (referred to as the “Re-Purchase Covenant” within Section 15.17 of the Agreement), and the Seller/Village’s independent right to re-purchase the Property, (referred to as the “Seller’s Repurchase Option” within Section 15.17 of the Agreement), to and including November 8, 2024, which is two years from the Closing Date of the Property.

NOW THEREFORE, incorporating the above recitals, and in consideration of the above promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 15.16 of the Agreement is deleted in its entirety.
2. Section 15.17 is amended to read as follows:

15.17 Post-Closing Annexation Entitlement Zoning. In the event that Purchaser does not obtain approval to annex, zone, re-zone and/or entitle the Property and/or obtain a development agreement mutually agreeable to the Village and Purchaser, (collectively referred to as “Post-Closing Approvals”), within two years after the Closing Date has occurred (the “Post-Closing Approval Period”), regardless of whether the inability to obtain the Post-Closing Approvals was within the control of the Seller, Purchaser or some other third-party, Seller shall repurchase from Purchaser and Purchaser shall sell to the Seller the Property at the price of \$1,700,000 (the “Re-Purchase Covenant”), regardless of whether the inability to obtain the Post-Closing Approvals was within the control of the Seller, Purchaser or some other third-party. The closing under the Re-Purchase Covenant shall occur within thirty (30) days after the expiration of the Post-Closing Approval Period. Independent of the Parties’ respective rights and obligations under the Re-Purchase Covenant, and provided that the Post-Closing Approvals have not been obtained, Seller shall independently have the sole, exclusive right and Option to re-purchase the Property, within two years after the Closing Date, at the price of \$1,700,000

(the "Seller's Re-Purchase Option"), regardless of whether the inability to obtain the Post-Closing Approvals was within the control of the Seller, Purchaser or some other third-party. The closing under the Re-Purchase Option, shall occur within 30-days of Seller's notice to the Property Owner of record that Seller intends to exercise the Option. Under both the Re-Purchase Covenant and Re-Purchase Option, Seller shall pay all costs and expenses attributable to the Purchaser's purchase and resale of the Property, including but not limited to title, escrow and closing fees, site investigation (including soil and environmental), design, engineering fees, and reasonable attorney's fees (collectively "Buy-Back Costs") provided however in no event shall the "Buy Back Costs" exceed \$50,000. The provisions of this Section 15.17 shall survive the Closing.

3. All other terms and conditions of the Agreement which have survived the closing pursuant to the Agreement and this First Amendment, or by operation of law, shall remain in full force and effect. Unless defined otherwise in this First Amendment, the capitalized terms appearing herein shall have the same definitions as set forth in the Agreement.

4. This First Amendment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this First Amendment. Any facsimile signature of the parties on this First Amendment transmitted by electronic mail shall be binding and effective as if an original.

The Parties have executed this First Amendment as of the day and year written below.

SELLER:

Village of Tinley Park

By: _____ Date: _____

Name & Title:

PURCHASER:

Tinley Park Land Development LLC

By: _____ Date: _____

Lawrence Debb-\Manager

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

ORDINANCE
NO. 2023-O-052

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO FAMILY DENTAL
CARE AT 7895 159TH STREET**

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-052**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO FAMILY DENTAL CARE AT 7895 159TH STREET**

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

WHEREAS, a petition for the granting of a Special Use Permit Residences, when Located Above or to the Rear of a Principal Use at 7895 159th Street, Tinley Park ("Subject Property") has been filed by Ghassan Abdallah of Family Dental ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permits should be granted on September 7, 2023, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations that the proposed Special Use Permit for Residences, When Located Above or to the Rear of a Principal Use be approved with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special Use Permit.

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

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

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit set forth in Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The Special Use will not be detrimental to the Village and will provide additional housing choice for Tinley Park residents.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The Special Use is proposed in a primarily commercial area. Two additional dwelling units will not be injurious to nearby uses and will instead add potential customers to nearby businesses.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The Special Use will not be intrusive and will be compatible with the existing development pattern.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The property is already developed, and the addition will not require any additional utilities.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - *The property is already developed, and the addition will not require any additional vehicle circulation facilities.*

- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
- *The Special Use will comply with all Village ordinances.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The Special Use will add a transit-oriented housing option to the Village's housing stock, which can generate more foot-traffic customers for local businesses in an area where there may be few.*

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

LEGAL DESCRIPTION:

THAT PART OF LOT 2 IN JUNGLE SUBDIVISION BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF JUNE 27, 1957 AS DOCUMENT NUMBER 16943126, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-24-100-020-0000

COMMONLY KNOWN AS: 7895 159th Street, Tinley Park, IL 60477

PETITIONER: Ghassan Abdallah on behalf of Family Dental Care.

SECTION 4: That Special Use Permits to allow for the operation of Residences, when Located Above or to the Rear of a Principal Use at the Subject Property located in the B-3 (General Business and Commercial) Zoning District, is hereby granted to the Petitioner, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**, subject to the following conditions:

1. Final engineering review and approval is required.
2. The existing ground sign must be brought into compliance with the signage regulations

in the Zoning Ordinance within six months of the issuance of a building permit.

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

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of September 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-O-052, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO FAMILY DENTAL CARE AT 7895 159TH STREET” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September 2023.

VILLAGE CLERK

Exhibit A

Per the September 7, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Applications with Narrative	Petitioner	7/11/23
2	Zoning Submission (Site Plan, Floor Plans, Elevations and Materials, Photometric, Landscaping, Renderings, Fixture Cut Sheets)	Petitioner	8/28/23
3	Preliminary Engineering Documents	Petitioner	7/11/23
4	Preliminary Plat of Easement	R.H. Granath Surveying Service	7/6/23

**Petitioner**

Ghassan Abdallah of
Family Dental Care
(Owner)

Property Location

7895 159th Street

PIN

27-24-100-020-0000

Zoning

B-3 (General Business &
Commercial)

Approvals Sought

- Special Use Permit
- Variation
- Site Plan/Arch.
Approval
- Plat of Easement

Project Planner

Michael O. Whalen, AICP
Associate Planner

PLAN COMMISSION STAFF REPORT

September 7, 2023 – Public Hearing

Family Dental – Mixed-Use Building Addition

7895 159th Street



EXECUTIVE SUMMARY

The Petitioner, Ghassan Abdallah of Family Dental Care, is requesting a Special Use Permit for a *Residence, when Located Above or to the Rear of a Principal Use* to construct a mixed-use addition with 3,333 square feet of office space on the ground level and two two-bed, two-bath apartments on the second level at 7895 159th Street in the B-3 (General Business and Commercial) Zoning District. The Petitioner is also seeking a Variation to reduce parking lot drive aisle widths.

Family Dental Care is an existing business in Tinley Park. The Zoning Ordinance requires that the proposed project requires a Special Use Permit to construct the mixed-use addition. The Zoning Ordinance also requires a Variation to reduce drive aisle width. The Petitioner is also seeing Site Plan and Architectural approval and final plat of easement.

EXISTING SITE, ZONING, AND NEARBY LAND USES



Aerial Location Map



Zoning Map

The subject property at 7895 159th Street is an existing one-story 2,352 square foot building occupied by a dental office. The building is located between a shopping center with Rocco’s restaurant as the major tenant and The Cottage Bar and Grill.

The subject property is located within the B-3 (General Business & Commercial) Zoning District. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	Village of Orland Park BIZ General Business district	Commercial Strip Center; Freestanding Commercial
East	B-3 (General Business and Commercial)	Restaurant; Freestanding Commercial
South	R-6 (Medium Density Residential)	Multi-Family Attached Housing Apartments/Condominiums
West	B-3 (General Business and Commercial) R-1 (Single Family Residential)	Commercial Strip Center Single-Family house

The Village of Orland Park is to the north across 159th Street and zoned General Business (BIZ).

The subject property is located near the intersection of 159th Street and 80th Avenue. 159th Street is a road owned and operated by the Illinois Department of Transportation. The road has a 40 mile per hour posted speed limit in the vicinity, which is hazardous to pedestrians. 80th Avenue is a road owned and operated by the Cook County Department of Transportation and Highways and has a 45 mile per hour posted speed limit in the vicinity, which is hazardous to pedestrians. There are mostly complete sidewalks in the area (excluding the subject property) and there are a handful of walkable destinations nearby. The Pace 364 bus route runs in front of the building. This route runs twice per hour, mostly on 159th Street, and connects to several other Pace, CTA bus, and Metra transit routes.

PROPOSED USE

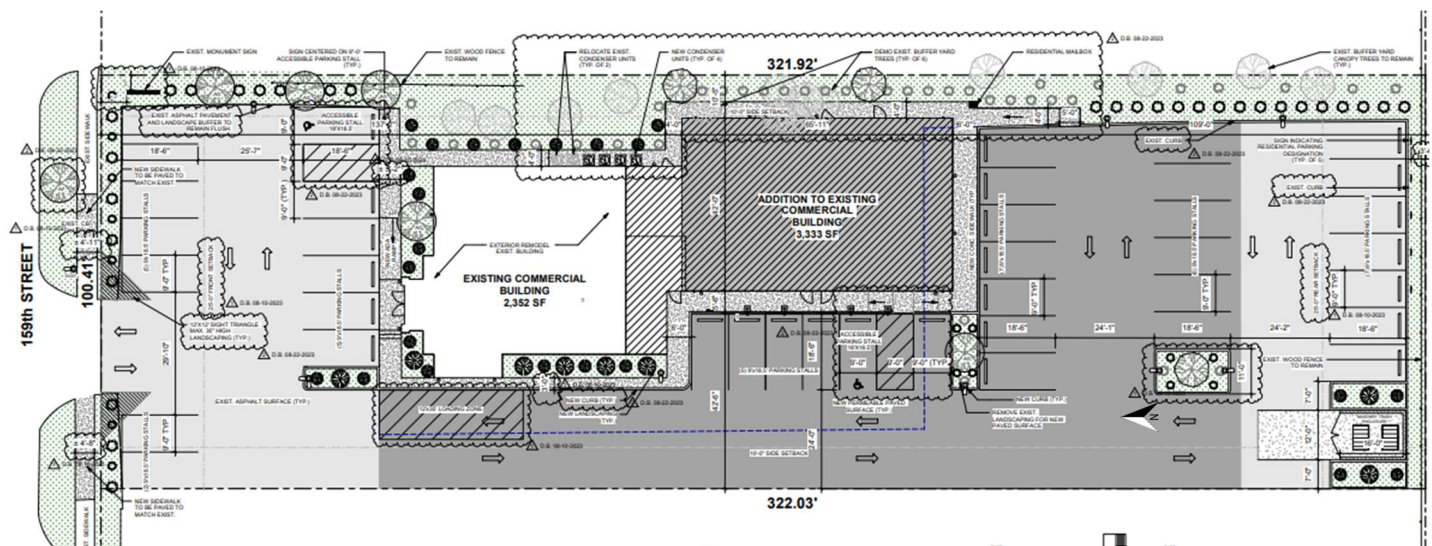
The Petitioner is proposing a two-story mixed-use building addition to the existing dental office building. On the ground floor, the proposed addition will add two additional exam rooms to the dental office. The Petitioner proposes that the remainder of the ground floor of the addition will be divided into two general office suites of similar size to be leased to other commercial tenants. The second floor of the proposed addition will include two two-bed, two-bath apartments of similar size. The apartments will have balconies.

SPECIAL USE PERMIT

A Special Use Permit is required for the construction and occupation of a *Residence, when Located Above or to the Rear of a Principal Use* in the B-3 (General Business and Commercial) Zoning District per Section V.B. Schedule I of the Zoning Ordinance. The Zoning Ordinance does not specify set performance standards for this use, but the intent is to provide quality residential units in proximity to commercial uses to improve walkability and transit accessibility. Because there are tax benefits associated with mixed-use development, it is important to consider the quality of life for residents in the apartments. Some considerations are the relationship with the principal commercial use, available resident space, access, parking, and walkability.

With the proposed apartments being located over office space, noise during non-work hours will likely be kept to a minimum. The apartment entrances are on the east side of the building, which has existing mature trees, but is also very close to the neighboring property. The units each have two exposures: one north and west and the other south and west. The northern exposure looks out onto the building's roof. The southern exposure looks out onto a parking lot. The western exposure, the side with the balconies for each unit, looks out onto a parking lot and the side wall of a strip mall. The units are proposed to have modern floorplans and amenities, like in-unit laundry and dishwashers. Walking to the apartments from off-site involves walking in vehicle drive-aisles. There is public transportation, a handful of neighborhood amenities, and many other residences within walking distance, so there is potential for future residents, customers, and guests to walk to and from the site.

SITE PLAN AND ARCHITECTURAL APPROVAL



Proposed site plan

Site Plan.

The subject property is occupied by an existing dental office building. The building has a parking lot in front and a drive-aisle leading to a rear parking lot. The drive-aisle is shared informally by the neighbor to the west to connect to the neighbor's rear parking lot. There is also an existing open grassed area between the rear parking and the rear of the building on the subject property.

The proposed site plan adds a two-story addition onto the rear of the existing building and adds additional parking between the rear of the addition and the rear property line. The additional office spaces are accessed from the rear parking lot on the western façade of the building. The apartments are accessed from the rear parking lot along the east side of the building. The proposed site plan situates a dumpster enclosure near the south and west property lines.

Because drive-aisles on both the subject site and the western neighbor cannot meet the 26-foot minimum width on either property, both parties are proposing to record an access easement to formalize the existing shared driveway agreement.

The Petitioner will complete the sidewalk on 159th Street as part of this proposal. Pedestrian circulation within the site is acceptable and sidewalks and ramps must be accessible.

Architecture.

The Petitioner proposes a roof replacement and recladding of the existing building to match the proposed addition. The roof replacement will alter the shape of the roof from its current angular design to a low hipped design. The proposed building addition will match the design of the renovated existing building. The proposed design of the building and the addition are cohesive, and it will not be discernible that part of the building is an addition.



Building rendering view looking from the southeast (top); east (middle) northeast (bottom)



Elevations view south (top left); north (top right); east (middle); west (bottom)

Parking.

The Petitioner is proposing 39 parking stalls including two accessible stalls. The table in Sec. VIII.A.10. requires a total of 30 stalls: sixteen for the dental office, nine for the professional offices, and five for the apartments. Five stalls in the rear lot will be dedicated to apartment residents and indicated by signage. A shared driveway with the western neighbor is proposed to connect to the rear lots for each property. One loading zone is proposed, as required.

Signage.

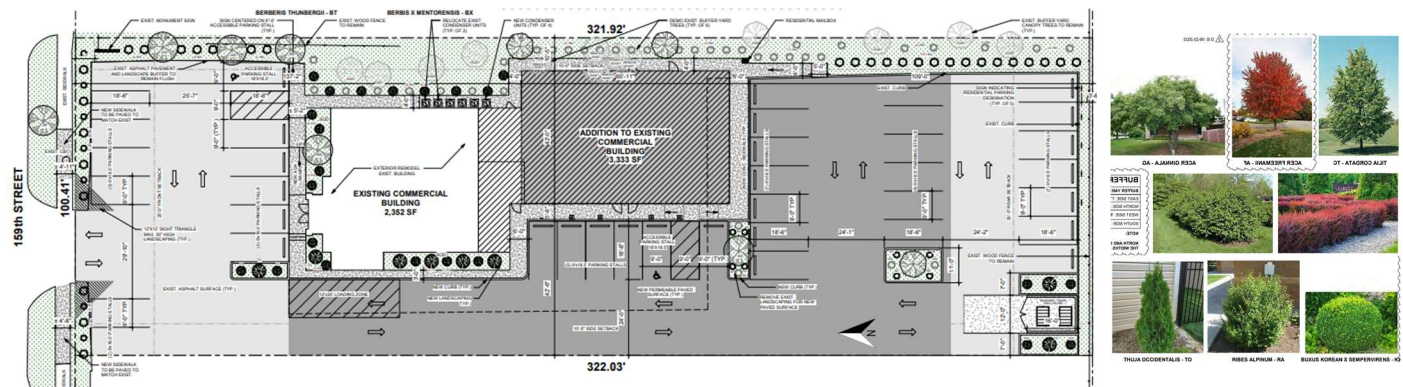
The Petitioner is proposes retaining the existing ground sign. The existing sign is non-conforming as it does not have masonry base, has a manual changeable copy sign, and does not meet the required setbacks. With such substantial proposed changes to the site, building, and the addition of commercial users, staff recommends the sign be brought into compliance within six months of the issuance of a building permit.

Lighting.

The Petitioners proposal meets the lighting requirements of the Zoning Ordinance. Staff reviewed the Petitioner's photometric plan and lighting cutsheets, which are attached to this report.

Landscaping.

The site is deficient in landscaping. Given the nature of the project as a redevelopment/site addition, the Petitioner is seeking waivers from the landscape ordinance.



Landscape Plan

A five-foot-wide Type B bufferyard is required on the east and west property lines. The east property line is deficient by two canopy trees and one understory tree; eight existing trees will be retained. The west property line does not provide any landscaping because of the location of the shared driveway along the property line. A ten-foot-wide Type C bufferyard is required on the north and south property lines. The Petitioner proposes installing fifteen of the required twenty shrubs and none of the required trees. The Petitioner states that the north parking lot was recently repaved, and the property owner is unwilling to modify the parking lot to add additional landscaping. The strip of land between the pavement and the property line is roughly five feet wide. The Petitioner states that this is not sufficient room to add additional landscaping. The Petitioner states that increasing landscaping will require a reduction in parking. The south property line does not provide any landscaping and is three foot six inches wide. The Petitioner similarly states that increasing landscaping will necessitate a parking reduction. An existing fence along the south property line will be retained.

The Petitioner will add three parking lot end islands, two of which will include a shade tree. The Petitioner will also add landscaping between the existing building and the parking lot, including one shade tree. The Petitioner will add one parkway tree; meeting the code required four is not possible given the configuration of the site and location of existing utilities.

VARIATION

In order to meet the minimum amount of parking spaces required by the Table in Sec. VIII.A.10. in the Zoning Ordinance, the drive aisles must be reduced from the required 26 feet (Table 2 in Sec. VIII.B.3.) to 24 feet more or less. The Village Board granted variations for reduced drive-aisle width in the past and the width reduction is not anticipated to cause any vehicle circulation issues.

PLAT OF EASEMENT

The Petitioner, together with the neighbor to the west, proposes a plat of easement, formalizing the existing shared driveway agreement. The Petitioner is also proposing a cross access easement for a possible future connection to the property to the east.

STANDARDS FOR A SPECIAL USE

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The Special Use will not be detrimental to the Village and will provide additional housing choice for Tinley Park residents.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The Special Use is proposed in a primarily commercial area. Two additional dwelling units will not be injurious to nearby uses and will instead add potential customers to nearby businesses.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The Special Use will not be intrusive and will be compatible with the existing development pattern.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The property is already developed, and the addition will not require any additional utilities.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The property is already developed, and the addition will not require any additional vehicle circulation facilities.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The Special Use will comply with all Village ordinances.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The Special Use will add a transit-oriented housing option to the Village's housing stock, which can generate more foot-traffic customers for local businesses in an area where there may be few.*

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff draft Findings of Fact are provided below for the Commission's review and approval.

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - *By requiring the prescribed 26-foot drive-aisle requirement, the amount of parking possible decreases to a point that is difficult to operate the different uses.*
- b. The plight of the owner is due to unique circumstances.
 - *Since the project is a redevelopment, there are existing site constraints that make it difficult to comply with code regulations given the existing configuration.*
- c. The Variation, if granted, will not alter the essential character of the locality.
 - *The requested reduction of drive-aisle width will not alter the character of the neighborhood.*
- d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

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

Architecture.

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.
- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and

constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design.

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

MOTION TO CONSIDER

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

Motion 1 (Special Use)

"...make a motion to recommend the Village Board grant a Special Use Permit for Residences, when Located Above or to the Rear of a Principal Use to the Petitioner, Ghassan Abdallah of Family Dental Care, at 7895 159th Street in the B-3 (General Business and Commercial) Zoning District, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the September 7, 2023 staff report, subject to the following conditions:

- 1. Final engineering review and approval is required.*
- 2. The existing ground sign must be brought into compliance with the signage regulations in the Zoning Ordinance within six months of the issuance of a building permit."*

Motion 2 (Variations)

"...make a motion to recommend the Village Board grant a Variation from the Zoning Ordinance as listed in the September 7, 2023 staff report pertaining to drive-aisle width to the Petitioner, Ghassan Abdallah of Family Dental Care, to permit the construction of a mixed-use addition to include office space and Residences, when Located Above or to the Rear of a Principal Use at 7895 159th Street in accordance with the plans submitted and adopt the Findings of Fact as proposed in the staff report."

Motion 3 (Site Plan/Architectural Approval)

"...make a motion to grant Site Plan/Architectural Approval to the Petitioner, Ghassan Abdallah of Family Dental Care, for the development of a mixed-use building with apartments above offices at 7895 159th Street in accordance with the plans submitted and adopt the Findings of Fact as proposed in the September 7, 2023, staff report, subject to the following conditions:

- a) The Petitioner must submit evidence to the Village of the Petitioner's application, if necessary, to the Illinois Department of Transportation to install required parkway tree(s) prior to the issuance of any building permit.*
- b) The Petitioner must construct the required adjacent public sidewalk to Village and IDOT specifications. If the Petitioner is unable to complete the sidewalk within the public right-of-way for any reason, the sidewalk must be constructed on the Petitioner's property and a public access easement must be recorded with the Village listed as a signatory. Any such public access easement is subject to review and approval by the Village Engineer and Village Attorney.*
- c) Approval is subject to final engineering review and approval."*

Motion 4 (Plat of Easement)

"...make a motion to recommend approval of the final plat of easement to the Petitioner, Ghassan Abdallah of Family Dental Care, in accordance with the plat of easement submitted and dated July 6, 2023, subject to the condition that the plat is subject to final review and approval by the Village Engineer and Village Attorney."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Applications with Narrative	Petitioner	7/11/23
	Zoning Submission (Site Plan, Floor Plans, Elevations and Materials, Photometric, Landscaping, Renderings, Fixture Cut Sheets)	Petitioner	8/28/23
	Preliminary Engineering Documents	Petitioner	7/11/23
	Preliminary Plat of Easement	R.H. Granath Surveying Service	7/6/23

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

ORDINANCE
NO. 2023-O-053

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING
ORDINANCE AT 7895 159th STREET (FAMILY DENTAL CARE)**

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-053**AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING
ORDINANCE AT 7895 159th STREET (FAMILY DENTAL CARE)**

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

WHEREAS, a petition for the granting of certain variations, (“Variations”) pertaining to drive-aisle width and sign setbacks, to construct a mixed-use building addition to an existing office building at 7895 159th Street (“Subject Property”) has been filed by Ghassan Abdallah of Family Dental (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variations should be granted on September 7, 2023, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations that the proposed Variations be approved with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Variations as set forth in Section X.G.4. of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.G.4. Standards: The Board or Plan Commission, as the case may be, shall not recommend a Variation of the regulations of this Ordinance, as authorized herein, unless it shall have made Findings of Fact, based upon the evidence presented to it, in each specific case that:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
 - *By requiring the prescribed 26-foot drive-aisle requirement and 10-foot sign setback, the amount of parking possible decreases to a point that is difficult to operate the different uses.*
- b. The plight of the owner is due to unique circumstances;
 - *Since the project is a redevelopment, there are existing site constraints that make it difficult to comply with code regulations given the existing configuration.*
- c. The variations, if granted, will not alter the essential character of the locality; and
 - *The requested reductions of drive-aisle width and sign setback will not alter the character of the neighborhood.*
- d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - (1) The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - (2) The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;

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

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

LEGAL DESCRIPTION:

THAT PART OF LOT 2 IN JUNGLE SUBDIVISION BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF JUNE 27, 1957 AS DOCUMENT NUMBER 16943126, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-24-100-020-0000

COMMONLY KNOWN AS: 7895 159th Street, Tinley Park, IL 60477

PETITIONER: Ghassan Abdallah on behalf of Family Dental Care.

SECTION 4: That the following Variations are hereby granted to the Petitioner at the Subject Property located in the B-3 (General Business and Commercial) Zoning District, is hereby granted to the Petitioner, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**.

1. A Variation to reduce the minimum parking lot drive-aisle width from the required 26 feet to between 24 and 25 feet as proposed (Table, Sec. VIII.B.3.).
2. A Variation to signage to reduce the minimum ground sign setback from ten feet to between three foot seven inches to six foot two inches (Sec. IX.D.2.c.).

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

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of September 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-O-053, “AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE AT 7895 159th STREET (FAMILY DENTAL CARE)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September 2023.

VILLAGE CLERK

Exhibit A

Per the September 7, 2023 Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Applications with Narrative	Petitioner	7/11/23
	Zoning Submission (Site Plan, Floor Plans, Elevations and Materials, Photometric, Landscaping, Renderings, Fixture Cut Sheets)	Petitioner	8/28/23
	Preliminary Engineering Documents	Petitioner	7/11/23
	Preliminary Plat of Easement	R.H. Granath Surveying Service	7/6/23

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE SEPTEMBER 7, 2023 REGULAR MEETING

**ITEM 1: PUBLIC HEARING – FAMILY DENTAL – MIXED-USE BUILDING
ADDITION, 7895 159th STREET – SPECIAL USE, VARIATION
APPROVAL**

Consider recommending that the Village Board grant Ghassan Abdalah of Family Dental Care, (Petitioner) a Special Use for a residence located above or to the rear of a principal use within the B-3 (General Business and Commercial) Zoning District and Variation approval to reduce parking lot drive aisle widths. The Petitioner is proposing to construct a mixed-use addition behind the existing structure for ground level office space and two second story apartments. Site Plan/Architectural Approval is also being considered at the

Present Plan Commissioners: Acting Chair Angela Gatto
Steve Sepessy
Kurt Truxal
Terry Hamilton
James Gaskill

Absent Plan Commissioners: Chairman Garrett Gray
Andrae Marak
Eduardo Mani
Kehla West

Village Officials and Staff: Patrick Carr, Village Manager
Dan Ritter, Community Development Director
Jason Engberg, Planning Manager
Michael O. Whalen, Associate Planner
Jarell Blakey, Management Analyst
Michael Pasquinelli, Village Attorney

Petitioners: Ghassan Abdallah
Layalee Elzahdan

Members of the Public: none

ACTING CHAIR GATTO introduced Item 1.

COMMISSIONER TRUXAL made a motion to open the public hearing; COMMISSIONER GASKILL seconded the motion. ACTING CHAIR GATTO asked for a voice vote; all were in favor. She declared the motion carried and opened the public hearing.

ACTING CHAIRMAN GATTO confirmed proof of publication in accordance with state law.

Michael O. Whalen presented the staff report.

ACTING CHAIR GATTO asked for comment from the COMMISSIONERS, beginning with COMMISSIONER GASKILL.

COMMISSIONER GASKILL asked for clarification on the proposed configuration of the building addition. Michael O. Whalen responded that the two-story addition is proposed to the rear of the existing building.

COMMISSIONER SEPESSY had no comments or questions.

COMMISSIONER TRUXAL asked whether the Fire Department was okay with the drive-aisle width reduction variation. Michael O. Whalen confirmed they are.

COMMISSIONER HAMILON had no comments or questions.

ACTING CHAIR GATTO said she had the same question as COMMISSIONER TRUXAL but otherwise had no additional comments or questions.

ACTING CHAIR GATTO asked whether anyone in the audience wished to give public comment. None did.

The Petitioner was present but declined to give comment.

COMMISSIONER TRUXAL made a motion to close the public hearing. COMMISSIONER GASKILL seconded the motion. ACTING CHAIR GATTO requested a roll call vote, all were in favor and the motion was declared carried.

Michael O. Whalen presented the standards.

COMMISSIONER GASKILL made a motion to make a motion to recommend the Village Board grant a Special Use Permit for Residences, when Located Above or to the Rear of a Principal Use to the Petitioner, Ghassan Abdallah of Family Dental Care, at 7895 159th Street in the B-3 (General Business and Commercial) Zoning District, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the September 7, 2023 staff report, subject to the conditions proposed in said staff report. COMMISSIONER SEPESSY seconded. ACTING CHAIR GATTO requested a roll call vote, all were in favor and the motion was declared carried.

COMMISSIONER TRUXAL made a motion to recommend the Village Board grant Variations from the Zoning Ordinance as listed in the September 7, 2023 staff report pertaining to drive-aisle width and sign location to the Petitioner, Ghassan Abdallah of Family Dental Care, to permit the construction of a mixed-use addition to include office space and Residences, when Located Above or to the Rear of a Principal Use at 7895 159th Street in accordance with the plans submitted and adopt the Findings of Fact as proposed in the staff report. COMMISSIONER GASKILL seconded. ACTING CHAIR GATTO requested a roll call vote, all were in favor and the motion was declared carried.

COMMISSIONER HAMILTON make a motion to grant Site Plan/Architectural Approval to the Petitioner, Ghassan Abdallah of Family Dental Care, for the development of a mixed-use building with apartments above offices at 7895 159th Street in accordance with the plans submitted and adopt the Findings of Fact as proposed in the September 7, 2023, staff report, subject to the conditions proposed in said staff report. COMMISSIONER TRUXAL seconded. ACTING CHAIR GATTO requested a roll call vote, all were in favor and the motion was declared carried.

COMMISSIONER SEPESSY make a motion to recommend approval of the final plat of easement to the Petitioner, Ghassan Abdallah of Family Dental Care, in accordance with the plat of easement submitted and dated July 6, 2023, subject to the condition that the plat is subject to final review and approval by the Village Engineer and Village Attorney. COMMISSIONER GASKILL seconded. ACTING CHAIR GATTO requested a roll call vote, all were in favor and the motion was declared carried.

CHAIRPERSON GATTO noted that the item would go before Village Board on September 19th, 2023.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-113

**A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT
FOR A PROPERTY LOCATED AT 7895 159TH STREET**

**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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-113**A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR A
PROPERTY LOCATED AT 7895 159TH STREET**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Plat of Easement (“Plat”) pertaining to certain real property located at 7895 159th Street, Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance and the Subdivision and Development Regulations (Ord. No. 2007-O-031 as amended); and

WHEREAS, the Plan Commission reviewed the proposed Plat on September 7, 2023, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said Plat be approved; and

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

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

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, dated July 6, 2023, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to subject to the condition that the plat is subject to final review and approval by the Village Engineer and Village Attorney.

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

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of September 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-113, “A RESOLUTION APPROVING AND ACCEPTING A PLAT OF EASEMENT FOR A PROPERTY LOCATED AT 7895 159TH STREET” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September 2023.

VILLAGE CLERK

Exhibit A

PLAT OF EASEMENT

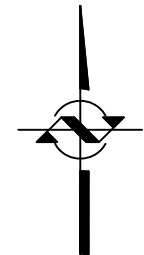
of

PARCEL 1: PIN 27-24-100-020/7895 WEST 159th STREET: THAT PART OF LOT 2 IN JUNGLE'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

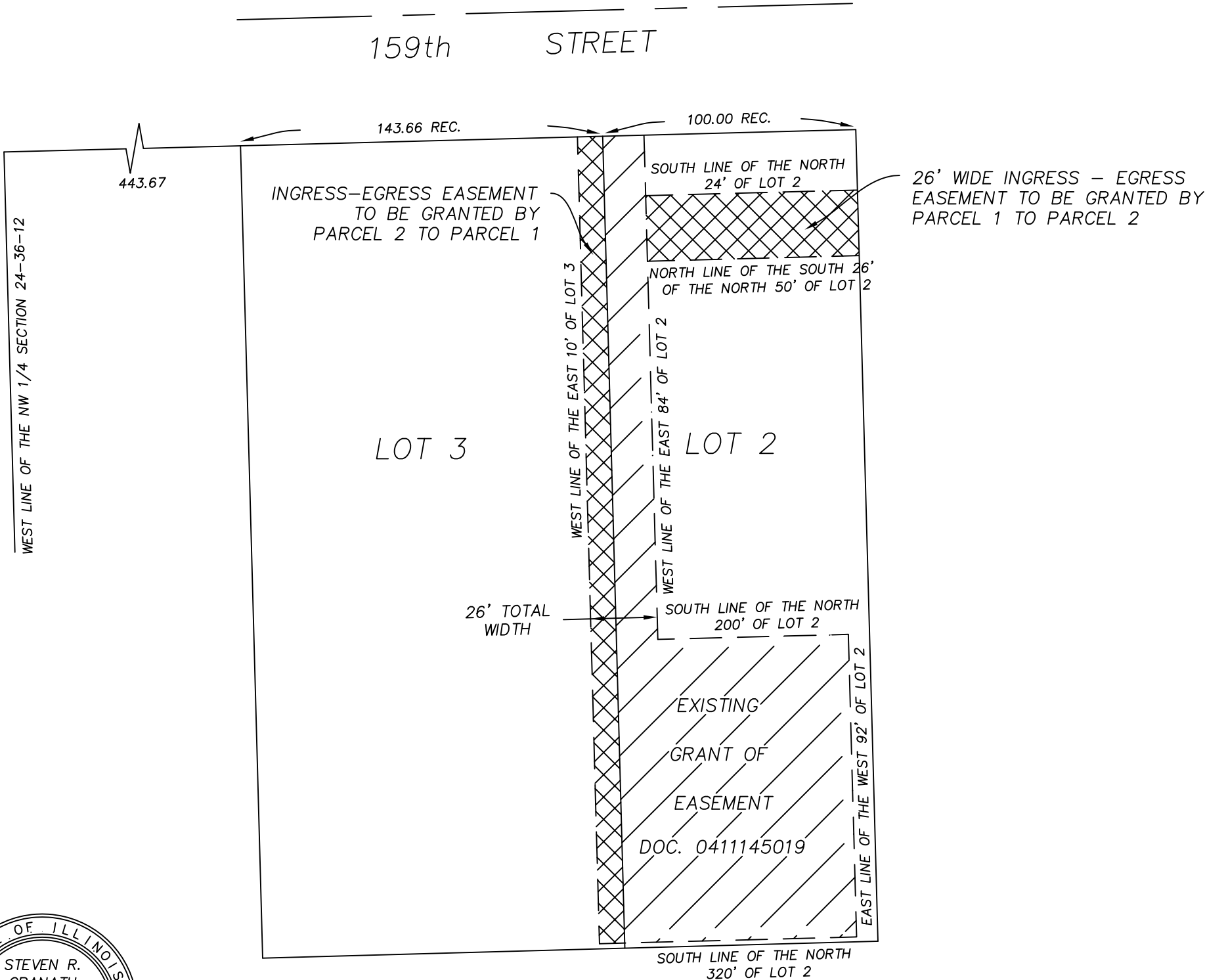
PARCEL 2: PIN 27-24-100-023/7897-7907 WEST 159th STREET: THAT PART OF LOT 3 IN JUNGLE'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

INGRESS-EGRESS EASEMENT TO BE GRANTED BY PARCEL 1 TO BENEFIT PARCEL 2: THE SOUTH 26.00 FEET OF THE NORTH 50.00 FEET OF THAT PART OF LOT 2 IN JUNGLE'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

INGRESS-EGRESS EASEMENT TO BE GRANTED BY PARCEL 2 TO BENEFIT PARCEL 1: THE EAST 10.00 FEET OF THE NORTH 320.00 FEET THAT PART OF LOT 3 IN JUNGLE'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 10 ACRES OF THE WEST 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN MACINTOSH SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.



SCALE 1"=50'



STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT R.H. GRANATH SURVEYING SERVICE, P.C. HAS ISSUED THIS PLAT FROM FIELD SURVEY DATA OBTAINED AT THE PROPERTY INDICATED IN THE CAPTION LEGAL DESCRIPTION AND PUBLIC RECORDS, AND THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. THIS PLAT OF SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE PER TITLE 68 CHAPTER VII, SUBCHAPTER b: SECTION 1270.56 IN THE RULES FOR THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT. NO BOUNDARY CORNERS WERE SET DURING THIS FIELD SURVEY OF THE SUBJECT PROPERTY BY CLIENT AGREEMENT (ITEM 3D OF SAID RULES). ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

R.H. GRANATH
SURVEYING SERVICE, P.C.
6006 W. 159th STREET
BUILDING B UNIT 1-SOUTH
OAK FOREST, ILL. 60452
PH: (708) 371-4478
FAX (708) 371-3922

DATE: JULY 6, 2023

CLIENT: FAMILY DENTAL / ST. MARY'S PROPERTIES

STEVEN R. GRANATH I.P.L.S. No. 3169

R.H.G. ORDER NO. CAD 0023-06-025

VALID ONLY IF EMBOSSED SEAL IS AFFIXED

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE.



Interoffice Memo

Date: September 5, 2023

To: Village of Tinley Park Committee of the Whole

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Defaulted Mortgage Property Registration Program

BACKGROUND

The Village of Tinley Park has had a defaulted mortgage property registration program since 2019 (Ords. 2019-O-018 and 2019-O-053) and partnered with Property Registration Champions (ProChamps) to enforce and operate the program (Res. 2019-R-033). ProChamps recently filed bankruptcy leaving the Village in need of a new property registration software to continue this program.

The defaulted mortgage property registration program has been a vital program for the Village of Tinley Park. It allows us to identify properties with defaulted mortgages, often those with the most amount of maintenance issues, and compile a comprehensive registry of owners. The benefit in this is that if and/or when a defaulted mortgage property becomes a nuisance, we can move swiftly to notify the legal owner, often the bank that holds the defaulted mortgage, so that proper abatement can occur. Additionally, the program provides the village with over \$247,000 in registration fees since its inception in 2019, which assists in the enforcement of property maintenance code requirements.

DISCUSSION

Based on the success of the program, staff sought out vendors to assist the Village in the administration of the program and identified two potential vendors to help address the needs of the Village:

1. Hera Property Registration Solutions
2. MuniReg

Hera currently maintains a client profile of 12 municipalities with a total population of over 336,000. Hera's model is similar to ProChamps, providing the registration services we require with no personnel from us and no out of pocket cost. Additionally, the company offers to assist Village staff with enforcement services through the proposed agreement at no additional cost.

MuniReg currently serves 8 municipalities with a total population of 75,000 in Pennsylvania, Ohio, Kansas, and Alabama. They are not currently active in Illinois, but are seeking to extend their reach into the market. MuniReg offers a similar model of registration of properties with defaulted mortgages and vacant properties and collect a portion of the registration fee as payment for services. MuniReg does not offer enforcement services through their platform. Aside from this minor difference the two companies are providing us with similar services.

Based on experience, communities served, and overall services available – Staff recommends partnering with Hera Property Registration Solutions to continue the defaulted mortgage registration program.

REQUEST

Direct staff to have an agreement with Hera Property Registration Solutions to be adopted at the next regularly scheduled Village Board meeting on September 19, 2023.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-114

**A RESOLUTION APPROVING AN APPROVING AN AGREEMENT BETWEEN HERA
PROPERTY REGISTRY, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO
DEFAULTED MORTGAGE AND VACANT PROPERTY REGISTRATION**

**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-114**A RESOLUTION APPROVING AN APPROVING AN AGREEMENT BETWEEN HERA PROPERTY REGISTRY, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO DEFAULTED MORTGAGE AND VACANT PROPERTY REGISTRATION**

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 Hera Property Registry, LLC, 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 with HERA Property Registry, LLC be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

ADOPTED this 19th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Hera Professional Services 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-114, “A RESOLUTION APPROVING AN APPROVING AN AGREEMENT BETWEEN HERA PROPERTY REGISTRY, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO DEFAULTED MORTGAGE AND VACANT PROPERTY REGISTRATION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”) and the **VILLAGE OF TINLEY PARK, ILLINOIS**, with an address at 16250 S. Oak Park Ave., Tinley Park, IL 60477 (“Tinley Park”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Tinley Park is retaining HERA to represent Tinley Park in providing property registration services for Tinley Park’s foreclosure and vacant property registration ordinance, Title IX, Chapter 107 of the Tinley Park Municipal Code, “Registration of Defaulted Mortgage Property” (the “Ordinance”).

2. As is further set forth herein, Tinley Park hereby authorizes HERA to represent Tinley Park’s interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA**Ordinance Registration Services**

1. HERA shall provide an online foreclosure and vacant property registration service for Tinley Park pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Tinley Park.

4. All registration fees collected by HERA shall be remitted to Tinley Park, less HERA's collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

III. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Tinley Park hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If Tinley Park's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to Tinley Park pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Tinley Park in accordance with this Agreement.

4. Nothing here shall be construed or interpreted in violation of Illinois "Local Government Prompt Payment Act, " 50 ILCS 505/1.

IV. INSURANCE

HERA shall maintain insurance coverage as required by Tinley Park, and at a minimum general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Tinley Park, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Tinley Park. Tinley Park shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any and all acts performed by HERA if done at the direction of Tinley Park or in connection with the administration of this Agreement. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Tinley Park Ordinance in a competent court of jurisdiction or any action which Tinley Park directs HERA to perform.

2. HERA shall, upon Tinley Park’s demand and at Tinley Park’s direction, promptly and diligently defend, at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where Tinley Park will indemnify HERA for a loss caused by the negligence of Tinley Park or a loss caused by any challenge to Tinley Park’s Ordinance, Tinley

Park shall pay the cost of their own defense and may select counsel of their own choosing, so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with Tinley Park and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VII. OWNERSHIP, USE OF DOCUMENTS AND FOIA

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Tinley Park, and shall be provided to city upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Tinley Park, and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

HERA acknowledges that the Village is subject to Illinois' Freedom of Information Act, 5 ILCS 140/1, and will cooperate fully with the Village in responding to any FOIA request regarding this Agreement. Any such request from the Village to HERA regarding a FOIA response shall be promptly addressed, and any information HERA deems an exception to a FOIA request, requiring withholding such information, shall be defended by HERA including but not limited to litigation defense and attorney fees.

VIII. COMMUNITY DATA

Tinley Park acknowledges registering Properties governed by the Ordinance prior to this Agreement. On a date agreed upon by the Parties and prior to the Effective Date of this Agreement, Tinley Park will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties registered by Tinley Park. All registrations and fees received by Tinley Park during the period from the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If Tinley Park is unable to provide the agreed upon digital file, then Tinley Park will provide HERA with all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, Tinley Park agrees to compensate HERA \$5.00 per property.

IX. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Tinley Park on reasonable advanced,

written notice. The audit shall be conducted at the premises of Tinley Park on business days only and during normal working hours.

XI. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws. HERA shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to compliance with any applicable privacy and prevailing wage laws.

XII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. TERMINATION

HERA and Tinley Park each expressly reserve the right to withdraw from this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Tinley Park and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Tinley Park any registration fees owed to Tinley Park.

XIV. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Tinley Park's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal

Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Tinley Park and HERA and Tinley Park shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

XIX. TINLEY PARK'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION

Tinley Park hereby acknowledges that all of the terms of this Agreement have been fully explained to Tinley Park, and that Tinley Park fully understands all of the provisions herein.

DATED THIS ____ day of _____, 2023.

VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Name:
Title:

DATED THIS ____ day of _____, 2023.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO



Interoffice Memo

Date: September 19, 2023

To: The Committee of the Whole

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Business Retention & Marketing Specialist

Subject: Oak Park Avenue Train Station License Agreement– Crema 4, LLC (dba Crema Coffee Roasters)

Attachment: Crema Coffee Roasters Business Proposal

BACKGROUND

The Village began the process of seeking a new vendor to operate the Oak Park Avenue Train Station with the issuance of a Request for Qualifications (RFQ) on April 10, 2023. The RFQ was publicized through the Chicago Tribune and the Village's website. The RFQ sought submittals from commercial business owners interested in operating the 370 +/- square foot café within the station. Respondents were required to submit a business plan which included information on the vendor's retail experience, proposed services offered, management background, operating budget, marketing plan and proposed license agreement.

We did not receive formal inquiries from interested businesses during the submission period and the RFQ remained on the Village's website. Existing local business owners were sought and presented with the opportunity and only one business owner, Ms. Kacie Wadycki of Crema Coffee Roasters, submitted a proposal.

Crema has been a source of specialty coffee and food to the Plainfield community since 2017. Upon the success of Crema Coffee House, Ms. Wadycki has subsequently opened Wine & Cheese Co. in 2019 (Plainfield), and both Crema Coffee Roasters (Lockport) and Oak + Bean (Oswego) in 2022.

DISCUSSION

Ms. Wadycki's experiences of designing and opening 4 businesses have equipped her perfectly to bring Crema Coffee Roasters to the Oak Park Avenue Train Station.

Crema 4, LLC (dba Crema Coffee Roasters) will be entering into a non-exclusive license agreement with the Village. The proposed terms are as follows.

- Base monthly license fee of \$700 to be paid monthly
- 2-2.5% of gross annual sales to be paid to Village monthly. The Village will waive the first five months of the percentage of gross annual sales in the Initial Term of the agreement beginning the first month of occupancy.
- Equipment rental fee of \$275.12 to be paid monthly; monthly allocation fee may be adjusted

based upon required equipment needs.

- Initial term of five years beginning October 15, 2023 or soon after or upon a date soon after as agreed upon by both Parties.

REQUEST

Staff requests consideration for approval of the proposed License Agreement with Crema 4, LLC (dba Crema Coffee Roasters) for the Oak Park Avenue Train Station. This agreement will be presented for approval at the Village Board meeting on September 19, 2023 following the Committee of the Whole meeting.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-115

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR
THE OAK PARK AVENUE TRAIN STATION WITH KREMA 4, LLC (DBA KREMA
COFFEE ROASTERS)**

**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

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

RESOLUTION NO. 2023-R-115

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR
THE OAK PARK AVENUE TRAIN STATION WITH KREMA 4, LLC (DBA KREMA
COFFEE ROASTERS)**

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 Non-Exclusive License Agreement with Crema 4, LLC (dba Crema Coffee Roasters), a true and correct copy of such Non-Exclusive 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; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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 the Board of Trustees 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 of attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

ADOPTED this 19th day of September 2023 by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows.

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September 2023 by the President of the Village of Tinley Park.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-115, “A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE OAK PARK AVENUE TRAIN STATION WITH KREMA 4 LLC, (dba KREMA COFFEE ROASTERS),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September 2023.

VILLAGE CLERK

Krema Coffee Roasters Proposal

Section 1.0 - Executive Summary

Krema has been a source of specialty coffee and food to the community of Plainfield since 2017. We pride ourselves on only providing our customers with the best ingredients and products we can get our hands on! We believe that we not only have the responsibility to provide a great experience, but to invest in the community! We routinely utilize a drink of the month to raise money for local charities, partner with high schools and nonprofits to sell coffee to raise money. Due to the care poured into every item we offer and our desire to be a staple for all in the community, we believe we would be the perfect fit for the Tinley Station.

Our proposed food menu will consist of an assortment of toasts, breakfast sandwiches, lunch sandwiches, salads, and grab and go food items. The variety of freshly prepared items will appeal to commuters needing to catch a train, or members of the community meeting with friends or getting work done! Our drink menu will consist of specialty crafted espresso based drinks, coffee, teas, and lemonade! We will also offer online ordering, so commuters can schedule their orders ahead of time and pick them up after parking for the train!

Krema will be open 7 days a week to not only meet the needs of Metra Commuters, but provide a space for members of the community! Krema will also be open for events put on in the area! Our proposed hours are as follows

Monday - Friday: 5am - 5pm

Saturday & Sunday: 7am - 5pm

Section 2.0 - Management Team

Our management team will comprise of Kacie Wadycki (Owner), Michael Duy (Director of Operations), and Jonathan Hernandez (Location Manager).

Kacie

- Owner Krema Coffee House (Est. 2017)
- Owner Wine & Cheese Co. (Est. 2019)
- Owner Krema Coffee Roasters - Lockport (Est. 2022)
- Owner Oak + Bean Co. (Est. 2022)

Kacie designed and opened up Krema Coffee House in 2017 with the vision of being a cornerstone in Plainfield's up and coming downtown! Since opening, Krema has expanded to baking all pastries and breads in house as well as opening up a roastery. Kacie has since grown her management team and opened up 3 additional businesses with uniquely designed spaces to best serve the community! Kacie's experiences of designing and opening 4 businesses have equipped her perfectly to bring a Krema

Coffee Roaster's to the Tinley Park Station, to be a cornerstone of the community for years to come!

Michael

- Bachelor's Degree in Social Entrepreneurship from North Central College.
- 4 years of coffee roasting and barista experience
- Assisted in the training of all staff and developing operational guidelines for Oak + Bean.

Michael's passion for coffee began in 2017 as a student at North Central College, which has a student run coffee business and Coffee Lab. Michael began his employment at Crema in the fall of 2019 as a barista, then roaster, and over the past 4 years has developed his coffee and leadership skills through employment at Crema. Michael played a key role in opening up Oak + Bean, and now serves as the director of operations between the 4 locations. Michael's experience of training barista's and assisting in opening Oak + Bean will be leveraged in training new staff at the Station, as well as putting operational procedures into place.

Jonathan Hernandez

- 4 years of barista experience
- 2 years of supervisor experience at Crema Coffee House

Jon is an absolute staple of Crema Coffee House. Jon greets every customer with a warm "hiya" as they enter the door! Jon has a personality that warms up any room he is in! Jon's attention to detail, superb customer interactions, and teaching ability make him the perfect fit to manage day to day operations of the Station.

Section 3.0 - Operating Budget

Attached in this email are the past two years of financials for our Plainfield location that has been open for 6 years now.

Based on the first 6 months of our sales in our new Lockport location, which we feel will be a very similar demographic, we anticipate our yearly sales to be around \$300,000 with a yearly growth of 19%.

Section 4.0 - Marketing Plan

Our marketing plan will begin with building excitement and introducing ourselves to the community through pictures of the renovated space, photos and videos of our products & staff through social media marketing, and building local partnerships with small businesses.

We will have signage up at the physical location letting commuters know they can schedule their orders ahead of time for pickup! We will also offer commuters a free first drink when they order ahead, to get them in the doors to try our product, experience the new environment, and experience the efficiency of the order ahead process.

We will also look to be involved in local events, as well as staying open for events put on for the community with themed specials! For Plainfield's Tuesday night car show, we have themed drinks such as "Cruisin' for a bruisin' cold brew" and "The Pink Lady". We would utilize similar creativity to offer a fun experience coinciding with local events!

Section 5.0 - References

The following are professional references that can attest to the competency in retail management:

Lauren O'Connor - Natural Direct. Lauren has served as the account manager for one of Krema's vendors, Natural Direct, for 6 years.

Jason McGuigan - Sysco. Jason has served as Krema's account manager for Sysco for 6 years.

Sal Oliveri - Greco. Sal has served as Krema's account manager for Greco for 3 years.

Section 6.0 - Non-Exclusive License Agreement

We request for light fixtures to be changed to offer a more up to date space and give our customers the feeling of a change of ownership, as reflected by our style. In the email I have attached samples of lighting I feel would be respectful to the aesthetic of the station but give it a more modern approachable feel when a patron walks in.

Equipment list

We are also asking for these items to be purchased and rented back to us. We feel this is what would be needed to make the space functional and would also give you a perfectly working cafe when/if we were to leave after our 5 year lease. We are willing to source these items used to reduce the initial cost to the Village but these are full price estimates.

Conveyor Belt Toaster: \$650
Merrychef Eikon E3 High Speed Oven: \$4,534
La Marzocco Linea Classic S 2 Group AV Espresso Machine: \$14,900
La Marzocco Swift Espresso Grinder: \$6,300
Mahlkonig Commercial Coffee Grinder: \$2,500
Countertop Pitcher Rinser: \$305
Small Convection Oven: \$359.99
Microwave: \$236.99
Advantco A-19F-HC Reach in Freezer: \$1,629
Advantco AWT-48R-HC Worktop Refrigerator: \$1,599
Speaker System: ?

Equipment total: \$33,013.98
10 year life: \$3,301.40/yr
Monthly allocation: \$275.12

Rent Proposal

Rent Proposal: 3 months at the base monthly license fee of \$700 to offset the marketing cost of rebranding the Station, after that, we would like to keep the exact terms of the Non Exclusive License Agreement the previous tenant was operating under. We look forward to starting off on a strong foot and believe that this would assist us in doing so.

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 19th day of September, 2023 by and between the Village of Tinley Park, an Illinois home rule municipality ("the Village", "Village", or "Licensor"), and Crema 4, LLC dba Crema Coffee Roasters ("Licensee").

RECITALS

WHEREAS, the Village owns and operates and maintains the Tinley Park- Oak Park Avenue Commuter Station located at 6700 South Street, Tinley Park, Illinois 60477 (the "Facilities"); and

WHEREAS, the Facilities include an approximate 370+/- square foot space depicted on **Exhibit B** (the Licensed Premise) and the adjacent patio; and

WHEREAS, Licensee desires to operate a retail business within the facility, subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive license for use of the Licensed Premises for the sole purpose of providing the following services:

Coffee Shop including dine in, carry out, and private events. Drink menu will consist of specialty crafted espresso-based drinks, coffee, teas, and lemonade. Food menu will consist of assortment of toasts, breakfast and lunch sandwiches, salads, and grab and go food items. Online ordering will be available.

3. Terms and Hours of Operation.

- a. The Initial Term of this Agreement shall commence upon the date this Agreement is executed by the Parties (the "Commencement Date"). The Commencement Date shall be October 15, 2023 or upon a date soon after as agreed upon by both Parties. The term of this Agreement will be five (5) years (the "Initial Term"). Within thirty (30) days of the expiration of the Initial Term, this Agreement may be extended an additional 5-year Term by written agreement of the Parties and approval by the Village Board.
- b. The Licensor and the Licensee shall have the option to extend the term of this License Agreement for one (1) consecutive five-year (5) period, upon

the same terms and conditions as contained in this License Agreement. The Party seeking such extension shall notify, in writing, the other Party at least ninety (90) days in advance of the end of the first five (5) year period. If so extended during Year 9 (the 4th year of the option period), the Licenser and Licensee will consider another five (5) year license agreement and possible additional five (5) year option period, utilizing this Agreement as the template for discussion.

c. Days and Hours of Operation:

Monday – Friday: 5am – 5pm

Saturday & Sunday: 7am – 5pm

Federal Holidays: Subject to Operator’s Discretion

d. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Monday through Friday, excluding federal holidays from the hours of 5am – 5pm.

4. Fees and Reimbursement. Licensee shall pay on the 10th day of each month, to the Licenser a base monthly license fee of \$700.00 per month (the “Base License Fee), PLUS a percentage of Licensee’s gross sales computed in accordance with the following formula throughout the term of this Agreement: For each year in which the Licensee’s gross annual sales are less than \$300,000, the Licensee shall pay the Licenser an amount equal to 2% of the gross sales, which amount shall be payable monthly (based on the prior month’s gross sales) at the same time that the Base License Fee is paid.

For each year in which the Licensee’s gross annual sales are less than \$400,000 but greater than \$300,000, the Licensee shall pay Licenser an amount equal to \$6,000 (2% of the first \$300,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2% of the prior month’s gross sales, until such time as the full \$6,000 is paid.

For each year in which the Licensee’s gross annual sales are less than \$500,000 but greater than \$400,000, the Licensee shall pay Licenser an amount equal to \$10,000 (2.5% of the first \$400,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month’s gross sales, until such time as the full \$10,000 is paid.

For each year in which the Licensee’s gross annual sales are less than \$600,000 but greater than \$500,000, the Licensee shall pay Licenser an amount equal to \$12,500 (2.5% of the first \$500,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month’s gross sales, until such time as the full \$12,500 is paid.

For each year in which the Licensee’s gross annual sales are less than \$700,000 but greater than \$600,000, the Licensee shall pay Licenser an amount equal to \$15,000 (2.5% of the first \$600,000

in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month's gross sales, until such time as the full \$15,000 is paid.

For each year in which the Licensee's gross annual sales are less than \$800,000 but greater than \$700,000, the Licensee shall pay Licensor an amount equal to \$17,500 (2.5% of the first \$700,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month's gross sales, until such time as the full \$17,500 is paid.

For each year in which the Licensee's gross annual sales are less than \$875,000 but greater than \$800,000, the Licensee shall pay Licensor an amount equal to \$20,000 (2.5% of the first \$800,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month's gross sales, until such time as the full \$20,000 is paid.

For each year in which the Licensee's gross annual sales are less than \$925,000 but greater than \$875,000, the Licensee shall pay Licensor an amount equal to \$21,875 (2.5% of the first \$875,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month's gross sales, until such time as the full \$21,875 is paid.

For each year in which the Licensee's gross annual sales are greater than \$925,000, the Licensee shall pay Licensor an amount equal to \$23,125 (2.5% of the first \$925,000 in gross sales) which amount shall be paid in monthly installments at the same time as the Base License Fee is paid, based on 2.5% of the prior month's gross sales, until such time as the full \$23,125 is paid.

It is understood and agreed that gross sales may vary from month to month and that the gross annual sales will not be known at the time monthly payments are made. Accordingly, at the end of each calendar year (December 31st) an accounting will be made as to the total gross annual sales for the year just ending, and that any necessary such loss, damages, injury or liability is contributed to by a condition of the Licensed Premises or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph. Licensee's duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

The Village shall waive the first five months of the percentage of gross annual sales in the Initial Term of the Agreement beginning the first month of occupancy.

In addition to the base monthly license fee and percentage of gross sales, Licensee shall pay a monthly allocation fee of \$275.12 for required equipment. The monthly allocation fee may be adjusted based upon required equipment needs.

5. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village and/or Metra who have a legitimate need for such access,

including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

6. Security. Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement. Licensee shall provide security for the Licensed Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Licensor and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall timely communicate to the Licensor, any and all proposed security measures and obtain Licensor's approval, prior to the beginning of the term of this Agreement. Village agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures to its employees, volunteers, and elected officials. Neither Licensor nor Metra shall be liable for unauthorized use of the Licensed Premises and/or Facilities.

7. Supervision. The Licensee assumes and exercises full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The Parties agree that neither Licensor nor Metra has any duty to supervise any person or activity in connection with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

8. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless Village and each of its respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees and court costs, arising from or in any way connected with:

- (i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee;

- (ii) any accident, injury or damage whatsoever occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

9. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below. Insurance shall be issued by a company or companies qualified to do business in the State of Illinois.

A. **Worker's Compensation and Employer's Liability** with limits not less than:

- i. Worker's Compensation: Statutory;
- ii. Employer's Liability;
- iii. \$1,000,000 injury-per occurrence
- iv. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:

- i. Each Occurrence: \$ 1,000,000

C. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability. Minimum amount \$1,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

D. **General Insurance Provisions.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance as follows:

- i. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it. Licensee shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, his agents, representatives, employees.

- ii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.
- iii. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- iv. Waiver of Subrogation. Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Licensee, its employees, agents.
- v. Evidence of Insurance. Prior to the beginning of the term of this Agreement, Licensee shall furnish Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements). Failure of Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance. Licensor shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Licensor. Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Licensor. The Village of Tinley Park shall be named in as Cancellation Notice Recipient by endorsement on the commercial general liability policy.
- vi. Acceptability of Insurers. For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VIII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VIII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
- vii. Cross-Liability Coverage. If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- viii. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the

Licensee and Licensee's Agents may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and/or any of the respective officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign, lease, or sub-license this Agreement without the prior express written consent for the Licensor which Licensor may withhold in its sole and absolute discretion. Any such assignment, lease, and/or sub-license shall be null and void.

11. Modification of Improvements. No modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Licensor and Metra, which Licensor and/or Metra may withhold in their sole and absolute discretion and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations.

12. Prohibited Uses and Activities

- a. Licensee specifically agrees to not use the Licensed Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.
- b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises.
- c. Licensed Premises and/or Facilities. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary conditions in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will, and the United States of America, and all regulatory agencies thereof. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities. In accordance with 49 CFR Part 26.13(a), as amended, Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and subcontract hereunder. Furthermore, Licensee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the Village and/or Metra deem appropriate. Licensee further covenants and agrees to comply with the applicable provisions of

Metra's Disadvantaged Business Enterprise (DBE) Program and applicable DBE policies, regulations, and requirements relative thereto.

Licensee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program of activity for services and/or employment provided by Licensee hereunder, and hereby gives assurances that it will promptly take any measures necessary to effectuate these obligations and undertakings.

13. Disclaimer. Licensee expressly acknowledges that the Licensors has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

Licensee's Initials

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Default. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of the Agreement, the Village shall be entitled to all remedies available at law and/or equity to enforce their rights under this Agreement, including the right to reimbursement for reasonable attorney's fees, subject to the limitations set forth in paragraphs 26 and 27 herein.

17. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Village:

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

If to Licensee:

Krema 4, LLC dba Krema Coffee Roasters
6700 South Street
Tinley Park, IL 60477
Attention: Kacie Wadycki

18. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

19. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee any leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licenser shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. Licensee agrees that this License Agreement shall not be recorded with the Cook County Recorder of Deeds against the Facilities.

20. No Waiver of Immunities and/or Privileges by Licenser. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Metra, RTA, NIRCRC, and their respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or

statutory immunity and/or privilege of Village, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

21. Metra Agreements. Village is a party to an agreement with Metra as related to the Tinley Park – Oak Park Avenue train station, dated which is available for review at the Tinley Park Village Hall. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

22. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/ or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/ or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify and hold harmless the Village and Metra and at the Village's option, defend the Village and Metra, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean- up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the Federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Licensee's duties and obligations to indemnify the Village and Metra shall survive the termination and/or expiration of this Agreement.

23. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Village, Metra, RTA and NIRCRC, from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

24. Premises and Equipment.

- a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village, other than as expressly provided herein to the contrary.
- b. Licensee shall use its best efforts to reasonably conserve electric and to use said utilities in a commercially reasonable manner. Licensee shall pay their own telephone bills.
- c. Any alteration or decoration of the Licensed Premises shall be at the expense of the Licensee and only with express written consent of the Village and Metra. Any additions or improvements made shall become the sole property of the Village. The Village shall have final authority to approve any alteration or decoration described herein prior to the addition or improvement being made.
- d. Licensee may install signage inside the Facilities with the prior written approval of Village and Metra, which Village and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from Village. All fees and costs related thereto are to be paid by Licensee.
- e. Trash receptacles and removal services shall be supplied and performed by Licensee.
- f. Licensee acknowledges the Licensed Premises and Facilities are nonsmoking facilities and shall not allow smoking in the Licensed Premises.

25. Licensee Operations.

- a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.
- b. Licensee shall be responsible for any damage done to Village-provided equipment or property.
- c. Licensee's provision of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.
- d. Licensee shall employ sufficient and qualified personnel for the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Designated Village employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem

necessary in keeping the Licensee's obligations under this paragraph, including, without limitation, rudeness to the public or poor sanitation practices.

- e. Licensee agrees that all food items shall be purchased from reliable and reputable suppliers and, if required by law, all food items will be approved by authorized governmental agencies [if applicable].
- f. Licensee shall obtain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.

26. Termination.

- a. In the event Licensee shall be found in breach or default under any of the provisions of this Agreement, Village may terminate this Agreement if Licensee shall not have cured such default within ten (10) days after the Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, Village may immediately suspend all licenses herein granted in the event Licensee fails to maintain the types and amounts of insurance coverage required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. Village may similarly suspend all licenses granted hereunder in cases of emergency.
- b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have
 - (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors;
 - (ii) consented to the appointment of a receiver or trustee of all or part of its property; or
 - (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.
- c. This agreement shall terminate upon thirty (30) days prior written notice by either Party to the other effective at the conclusion of the Term, as defined herein.
- d. Upon termination of this Agreement, Licensee shall yield the Licensed Premises in at least as good of condition as existed prior to the Commencement Date, including the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all

fixtures shall remain on the Licensed Premises as provided herein and shall be in good working order.

- e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to Village an amount equal to 200% of the License Fee for each month, or portion thereof, during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Village provided herein or at law or equity.
- f. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

27. Limitation on Village's Damages. In no event shall Village be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by Village hereunder.

28. Assumption of Liability. To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents. Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

29. Taxes. Licensee acknowledges that the Licensed Premises and Facility are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facility remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however,

- (i) this License Agreement or the rights granted under this Agreement,
- (ii) any sub- license agreement or other grant of use or assignment by Licensee and/or
- (iii) the use and/or operations of Licensee or any of its sublicensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable

to its operation and/or use of the Licensed Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

30. Miscellaneous.

- a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.
- b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.
- d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- g. Time is of the essence of this Agreement and every provision contained herein.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.
- i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF TINLEY PARK

ATTEST

By: _____
Village President

By: _____
Village Clerk

Dated: _____, 2023

Krema 4, LLC dba Crema Coffee Roasters

ATTEST

By: _____
Title: Owner

By: _____
Title

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

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the _____, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this _____ day _____, 2023.

(Notary Public)

EXHIBIT A
LEGAL DEDCRIPTION

6700 South Street, Tinley Park, IL 60477

Approximately 370 square feet inside the Oak Park Avenue Train Station licensed for use as a coffee shop at the following:

PIN# 28-30-424-004-8001

THAT PART OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ SECTION 30-36-13 DESCRIBED AS FOLLOWS:

COMMENCING ON THE C/L OF SECTION 30-36-13 WHERE IT INTERSECTS THE C/L OF THE WEST BOUND MAIN TRACK OF THE CRI&P RR THENCE EASTERLY ALONG THE C/L OF SAID MAIN TRACK 235.5 FEET; THENCE SOUTHEASTERLY AT R/A 41.6 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST COURSE 92.7 FEET TO THE NOTHERLY LINE OF SOUTH STREET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE 135.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE 114.96 FEET; THENCE NORTHWESTERLY AT R/A 92.7 FEET THENCE SOUTHWESTERLY PARALLEL WITH THE C/L OF SAID MAIN TRACK 114.96 FEET; THENCE SOUTHWESTERLY AT R/A 92.70 FEET TO THE POINT OF BEGINNING CRI&P RR R/W AND STATION GROUND.

PIN# 28-30-424-004-8002

THAT PART OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 30-36-13 DESCRIBED AS FOLLOWS:

COMMENCING ON THE C/L OF SECTION 30-36-13 WHERE IT INTERSECTS THE C/L OF THE WEST BOUND MAIN TRACK OF THE CRI&P RR THENCE EASTERLY ALONG THE C/L OF SAID MAIN TRACK 235.5 FEET; THENCE SOUTHEASTERLY AT R/A 41.6 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST COURSE 92.7 FEET TO THE NOTTHERLY LINE OF SOUTH STREET; THENCE NORTHEASTERLY ALONF SAID NOTHERLY LINE 135.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUG ALONG SAID NOTHERLY LINE 114.96 FEET; THENCE NORTHWESTERLY AT R/A 92.7 FEET THENCE SOUTHWESTERLY PARALLEL WITH THE C/L OF SAID MAIN TRACK 114.96 FEET; THENCE SOUTHWESTERLY AT R/A 92.70 FEET TO THE POINT OF BEGINNING CRI&P RR R/W AND STATION GROUND.

EXHIBIT B
STATION FOOTPRINT

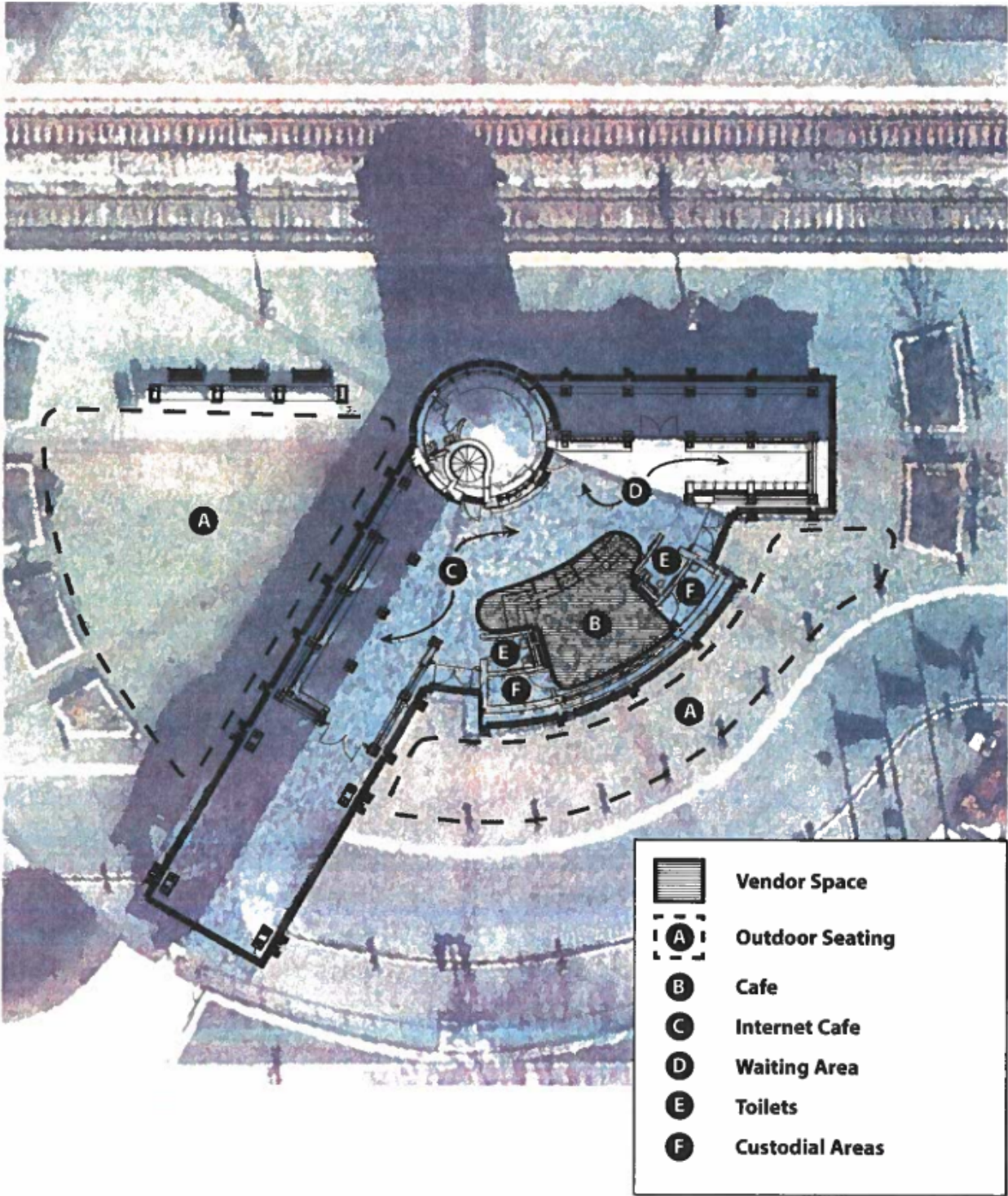


EXHIBIT C

EQUIPMENT & WARRANTY LIST

Oak Park Ave. Trian Station/Vendor Space Equipment List					
Item	Quantity	Description	Manufacture & Model Number	Serial Number	Notes
1	1	Glass Cooling Bakery Case	Federal Industries - CGR5042	191202115209	In front kitchen
2	1	Glass Cooling Bakery Case	Federal Industries - CGR5042	191202115210	In front kitchen
3	1	Stainless Steel Prep Surface	Glas Tender - DBGR-24	1743	In front kitchen
4	1	Front Counter Ice Chest	Krowne - 18-24-7	1200002004	In front kitchen
5	1	Stainless Steel Prep Surface	Glas Tender - DBB-15	1743	In front kitchen
6	2	Small Bar Sink	Glas Tender - BSA-12	1743	1 in front & 1 in back kitchen
7	1	2 Door Stainless Steel Cooler	Glas Tender - BB60-R6-GSH(RR)	22-81933	In front kitchen
8	1	3 Door Stainless Steel Cooler	Glas Tender - DS72-N6-SSN(LL)	110316	In front kitchen
9	1	3 Door Stainless Steel Cooler	Victory - VSP48HC-18B	12507882	In back kitchen
10	1	Ice Maker	Manitowoc - S420	30520365	In back kitchen
11	1	3 Compartment Large Sink	Griffin Products - D051461	NA	In back kitchen
12	1	Sandwich Cooler	Arctic Air - ABB48G	6166449	In back kitchen
13	1	Warming Oven	Alto-Sham - 1000-TH/I	223126-060	In back kitchen
14	1	Stainless Steel Prep Surface	Glas tender - DBCB-24	1743	In back kitchen
15	1	P.A. Amplifier 100Watts	Optimus M#MPA-125	NA	In back kitchen/Closet
16	1	Disc CD Changer	RCA	NA	In back kitchen/Closet
17	1	Cordless Microphone/Reviver	NA	NA	In back kitchen/Closet
18	1	Sony DVD	Sony	NA	In front kitchen/Above counter
19	43	Wood Chairs	Stickley M#91-323	NA	Common Front Space
20	4	Wood Round 3' tables	Stickley M#91-714	NA	Common Front Space
21	5	Wood Rectangle 2'x3' tables	Stickley M#91-583	NA	Common Front Space
22	7	Wood Hi Boy Chairs	Stickley M#91-332	NA	Common Front Space
23	4	Stainless Open Top Garbage Cans	Atrium M#9066	NA	Common Front Space
24	1	2" Flatscreen LCD T.V.	Vizio	NA	Common Front Space

Conveyor Belt Toaster
 Merrychef Eikon E3 High Speed Oven
 La Marzocco Linea Classic S 2 Group AV Espresso Machine
 La Marzocco Swift Espresso Grinder
 Mahlkonig Commercial Coffee Grinder
 Countertop Pitcher Rinser
 Small Convection Oven
 Microwave
 Advantco A-19F-HC Reach in Freezer
 Advantco AWT-48R-HC Worktop Refrigerator



Interoffice

Memo

Date: September 13, 2023

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

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

Subject: Contract Award – 2023 Municipal Parking Lot Improvements

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

Description: This work consists of HMA Surface Course Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Sidewalk Removal and Replacement, Pavement Markings, Sealcoating and all Incidental work necessary. The 2023 Improvement locations are the 80th Avenue Metra North Lot - West Half, Metra South Lot – Timber Drive and Post #2 – Pump House.

Nine (9) bids were received and publicly read on September 13, 2023. The Village Clerk, Assistant Public Works Director, Engineering Project Manager and Various Contractor Representatives were present at the bid opening. The bid results are below and the bid tabulation is attached. The lowest, responsible bidder is McGill Construction in the amount of \$597,744.52

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
McGill Construction	Frankfort, IL	\$597,744.52
Gallagher Asphalt	Thornton, IL	\$653,709.27
Abbey Paving	Aurora, IL	\$708,446.22
Iroquois Paving	Watseka, IL	\$723,822.67
P.T. Ferro	Joliet, IL	\$730,993.34
Advantage Paving Solutions	Joliet, IL	\$735,882.77
K-Five	Westmont, IL	\$738,787.46
A Lamp Concrete	Schaumburg, IL	\$774,922.32
Orange Crush, LLC	Hillside, IL	\$849,645.00
Engineer's Estimate		\$639,421.92

Staff has reviewed and verified the bids and recommends award of the project to the low qualified bidder, McGill Construction. McGill Construction has completed similar projects in the past, employs union workers, and met the bid proposal requirements. McGill Construction has completed the Village's Municipal Parking Lot Improvement project in the past with satisfactory work.

Budget / Finance: Funding is budgeted for in the FY23 Capital Program (71-00-000-75801).

Budget Available:	\$654,000.00	
Lowest Responsible Bidder:	\$597,744.52	
Contingency Amount (≈10%):	<u>\$56,255.48</u>	
Difference:	\$0	On Budget

Staff Direction Request:

1. Approve low bid and award the project to McGill Construction LLC in the amount of \$597,744.52 plus \$56,255.48 contingency amount. Total contract amount not to exceed \$654,000.00.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated September 13, 2023

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-116

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND MCGILL CONSTRUCTION, LLC FOR 2023 MUNICIPAL PARKING LOT
IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-116**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MCGILL CONSTRUCTION, LLC FOR 2023 MUNICIPAL PARKING LOT
IMPROVEMENTS**

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

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

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

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

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

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

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

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

ADOPTED this 19th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of September, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Service Contract with McGill Construction for 2023 Municipal Parking Lot Improvements

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-116, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MCGILL CONSTRUCTION, LLC FOR 2023 MUNICIPAL PARKING LOT IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 19th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of September, 2023.

VILLAGE CLERK

Village of Tinley Park**SERVICE CONTRACT****2023 Municipal Parking Lot Improvements**

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **MCGILL CONSTRUCTION LLC** (the "Contractor"), for the Project or Work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Five hundred ninety seven thousand seven hundred forty-four and fifty two Cents. (\$ 597,744.52) Within thirty (30) calendar days of completion of the Work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the Work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the Work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all Subcontractors and material suppliers utilized on the project and (ii) Final Waivers of Lien from the Contractor, all Subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra Work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial Scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in Paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or Work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the Contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
5. Time is of the essence on this Contract. The Contractor shall complete all Work under this Contract on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any Work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent Contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a Work product as described herein. The term "Subcontractor" shall mean and include only those hired by and having a direct Contract with Contractor for performance of Work on the Project. The Village shall have no responsibility to any Subcontractor employed by a Contractor for performance of Work on the Project, and all Subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal Agencies. Every Subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their Work. The Contractor shall be fully responsible to the Village for the acts and omissions of its Subcontractors, and shall ensure that any Subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
9. The Contractor assumes full responsibility for the Work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its Work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as "Exhibit B".
10. The Village is exempt from payment of State and Local sales and use of taxes on labor and materials incorporated into the Project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this Contract.
11. The Contractor shall comply with all applicable Federal, State, and Local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease Work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook and/or Will County, Illinois.
18. Contractor, its employees, associates or Subcontractors shall perform all the Work hereunder. Contractor agrees that all of its associates, employees, or Subcontractors who Work on this Project shall be fully qualified and competent to do the Work described hereunder. Contractor shall undertake the Work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

- Service Contract
Page 3

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

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

Tax Liens or Tax Delinquencies:

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

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

Equal Opportunity Employer Compliance:

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

Employee Classification:

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

Professional or Trade Licenses:

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

License	Number	Date Issued	Current Expiration	Holder of License
IDOT	870B	7-25-2023	4-30-24	IDOT

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

NONE

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

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

NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.

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

DM Form C: Additional Information (if required)

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

DM Illinois Department of Revenue registration

DM Illinois Department of Employment Security registration

DM Standards of Apprenticeship/Apprentice Agreements

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

DM Written Safety Policy Statement signed by company representative

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

DM Workers' Compensation Coverage

DM Professional or Trade Licenses

Eligibility to Contract:

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

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)


Submitted by (signature)

SOLE MEMBER OF LLC

Title

Certificate of Compliance with Illinois Human Rights Act:

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

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)


Submitted by (signature)

SOLE MEBER OF LLC

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.

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)


Submitted by (signature)

SOLE MEBER OF LLC

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.

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)


Submitted by (signature)

SOLE MEBER OF LLC

Title

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

The undersigned hereby certifies that:

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

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

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)

SOLE MEMBER OF LLC

Title

Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)

SOLE MEMBER OF LLC

Title

Submitted by (signature)

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

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032.

MCGILL CONSTRUCTION LLC

Name of Contractor (please print)

SOLE MEMBER OF LLC

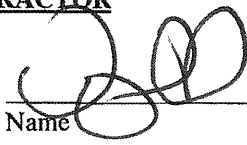
Title

Submitted by (signature)

[Signature Page to Follow]

CONTRACTOR

BY:



Name

9-11-2023

Date

DWAYNE M MC GILL

Printed Name

SOLE MEMBER OF LLC

Title

VILLAGE OF TINLEY PARK

BY:

Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

Date

ATTEST

BY:

Village Clerk
(required if Contract is \$20,000 or more)

Date

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date

EXHIBIT A:**SCOPE OF SERVICES**

The proposed Work consists of sealcoating, removal and replacement of HMA surface course, curb and gutter removal and replacement, sidewalk removal and replacement, structure adjustments, pavement markings and other miscellaneous items of work at various Municipal Parking Lot locations throughout the Village of Tinley Park.

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

FORM A:

Subcontractors, if any, who will Perform Work on this Project.

Name	Address	Work to be Performed
NONE		

FORM B:

Individuals who will perform Work on the project.

List all individuals who will perform Work on this project with the following information:

Individual is an employee (E) or Independent Contractor (I);
Individual's trade classification (indicate apprenticeship status where appropriate);
Employee (E) is covered under Contractor's current workers' compensation (WC) policy;
Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
DWAYNE M MC GILL	E	OWNER	WC	WILL



BID TAB

2023 Municipal Parking Lot Improvements

DATE: 9/13/2023

TIME: 10:30 AM

Low Bidder

				Engineer Estimate		McGill Construction, LLC Frankfort, IL		Gallagher Asphalt Thornton, IL		Abbey Aurora, IL		Iroquois Paving Corp Watseka, IL		P.T. Ferro Joliet, IL		Advantage Paving Solutions Joliet, IL		K-Five Westmont, IL		A Lamp Concrete Schaumburg, IL		Orange Crush, LLC Hillside, IL	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Seal Coat	Sq Ft	6,450.0	\$ 0.25	\$1,612.50	\$0.22	\$1,419.00	\$ 0.25	\$1,612.50	\$ 0.22	\$1,419.00	\$ 0.26	\$1,677.00	\$ 0.70	\$4,515.00	\$ 0.30	\$1,935.00	\$ 0.40	\$2,580.00	\$0.45	\$2,902.50	\$0.30	\$1,935.00
2	Combination Concrete Curb and Gutter Removal and Re	Lin Ft	2,500.0	\$40.00	\$100,000.00	\$40.00	\$100,000.00	\$ 51.00	\$127,500.00	\$ 47.40	\$118,500.00	\$ 45.50	\$113,750.00	\$ 60.00	\$150,000.00	\$ 51.00	\$127,500.00	\$ 43.60	\$109,000.00	\$62.00	\$155,000.00	\$66.00	\$165,000.00
3	Sidewalk Removal	Sq Ft	400.0	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$ 7.00	\$2,800.00	\$ 4.65	\$1,860.00	\$ 4.25	\$1,700.00	\$ 10.00	\$4,000.00	\$ 2.50	\$1,000.00	\$ 4.20	\$1,680.00	\$2.25	\$900.00	\$6.25	\$2,500.00
4	Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	375.0	\$8.00	\$3,000.00	\$10.00	\$3,750.00	\$ 16.00	\$6,000.00	\$ 10.15	\$3,806.25	\$ 14.80	\$5,550.00	\$ 20.00	\$7,500.00	\$ 14.50	\$5,437.50	\$ 16.00	\$6,000.00	\$9.00	\$3,375.00	\$12.00	\$4,500.00
5	Hot-Mix Asphalt Surface Removal, 2"	Sq Yd	38,337.0	\$3.00	\$115,011.00	\$2.00	\$76,674.00	\$ 4.00	\$153,348.00	\$ 3.00	\$115,011.00	\$ 3.70	\$141,846.90	\$ 2.50	\$95,842.50	\$ 2.50	\$95,842.50	\$ 4.00	\$153,348.00	\$3.50	\$134,179.50	\$5.00	\$191,685.00
6	Hot-Mix Asphalt Surface Course, Mix "D", N50	Ton	4,612.0	\$85.00	\$392,020.00	\$81.50	\$375,878.00	\$ 71.00	\$327,452.00	\$ 94.60	\$436,295.20	\$ 92.00	\$424,304.00	\$ 95.00	\$438,140.00	\$ 101.50	\$468,118.00	\$ 89.00	\$410,468.00	\$95.85	\$442,060.20	\$93.00	\$428,916.00
7	Bituminous Materials (Tack Coat)	Lb	17,252.0	\$0.01	\$172.52	\$0.01	\$172.52	\$ 0.01	\$172.52	\$ 0.10	\$1,725.20	\$ 0.01	\$172.52	\$ 0.01	\$172.52	\$ 0.01	\$172.52	\$ 0.01	\$172.52	\$0.01	\$172.52	\$1.00	\$17,252.00
8	Structures to be Adjusted (Special)	Each	21.0	\$375.00	\$7,875.00	\$500.00	\$10,500.00	\$ 500.00	\$10,500.00	\$ 400.00	\$8,400.00	\$ 415.00	\$8,715.00	\$ 500.00	\$10,500.00	\$ 350.00	\$7,350.00	\$ 1,400.00	\$29,400.00	\$900.00	\$18,900.00	\$1,100.00	\$23,100.00
9	Paint Pavement Marking - Line 4"	Lin Ft	30,730.0	\$0.50	\$15,365.00	\$0.80	\$24,584.00	\$ 0.65	\$19,974.50	\$ 0.62	\$19,052.60	\$ 0.70	\$21,511.00	\$ 0.60	\$18,438.00	\$ 0.60	\$18,438.00	\$ 0.70	\$21,511.00	\$0.45	\$13,828.50	\$0.40	\$12,292.00
10	Paint Pavement Marking - Line 6"	Lin Ft	560.0	\$0.75	\$420.00	\$1.10	\$616.00	\$ 0.95	\$532.00	\$ 0.89	\$498.40	\$ 1.00	\$560.00	\$ 0.90	\$504.00	\$ 0.85	\$476.00	\$ 1.00	\$560.00	\$1.15	\$644.00	\$0.50	\$280.00
11	Paint Pavement Marking - Line 12"	Lin Ft	365.0	\$1.50	\$547.50	\$3.00	\$1,095.00	\$ 1.95	\$711.75	\$ 2.00	\$730.00	\$ 2.05	\$748.25	\$ 1.80	\$657.00	\$ 1.85	\$675.25	\$ 2.10	\$766.50	\$2.30	\$839.50	\$1.00	\$365.00
12	Paint Pavement Marking - Line 24"	Lin Ft	24.0	\$3.00	\$72.00	\$3.50	\$84.00	\$ 3.90	\$93.60	\$ 4.00	\$96.00	\$ 4.10	\$98.40	\$ 3.60	\$86.40	\$ 3.25	\$78.00	\$ 4.66	\$111.84	\$3.45	\$82.80	\$2.00	\$48.00
13	Paint Pavement Marking - Letters and Symbols	Sq Ft	354.4	\$6.00	\$2,126.40	\$5.00	\$1,772.00	\$ 8.50	\$3,012.40	\$ 2.97	\$1,052.57	\$ 9.00	\$3,189.60	\$ 1.80	\$637.92	\$ 25.00	\$8,860.00	\$ 9.00	\$3,189.60	\$5.75	\$2,037.80	\$5.00	\$1,772.00
As Read Total:				\$639,421.92		\$597,744.52		\$653,709.27		\$708,446.22		\$723,822.67		\$730,993.34		\$735,882.77		\$738,787.46		\$774,922.32		\$849,645.00	
Corrected Total:																							

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT