

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, October 3, 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 19, 2023.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATION FROM COOK COUNTY COMMISSIONER
 DONNA MILLER - **President Glotz**

ACTION: Discussion: Receive presentation from Cook County 6th District Commissioner
 Donna Miller.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-118 RECOGNIZING FIRE PREVENTION WEEK IN THE VILLAGE OF TINLEY PARK FROM OCTOBER 8 THROUGH OCTOBER 14, 2023 - **Trustee Brennan**

ACTION: Discussion: Fire Prevention Week is to be held in the Village of Tinley Park beginning October 8, 2023. All citizens are encouraged to do their share to provide a safe place in which to live and work by eliminating those fire hazards which cause the loss of life, property, and resources. Fire Prevention Week is always scheduled to coincide with the anniversary of the Great Chicago Fire of 1871. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #5

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS SPOTLIGHT: POPUS POPCORN AND BANGING GAVEL BREWS - **President Glotz & Clerk O'Connor**

ACTION: Discussion:

1. 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.
2. Banging Gavel Brews, located in the Vogt House at 17400 Oak Park Avenue, serves memorable experiences to those who share their passion for high-quality, micro-brewed craft beer. Please join us in welcoming Jim Richert, President of Banging Gavel Brews.

COMMENTS:

ITEM #6

SUBJECT: CONSIDER THE APPOINTMENT OF VICTORIA SEDOROOK TO THE POSITION OF POLICE RECORDS SUPERVISOR - **President Glotz**

ACTION: Discussion: Vicki joined the Tinley Park Police Department 18 years ago and currently oversees the daily functions of the Police Records Division as the Assistant Police Records Supervisor. With the evolving police records management demands, increased complexity of position duties, and her commitment to the overall effectiveness and efficiency of the Police Records Division, Vicki is recommended for promotion to the full-time position of Police Records Supervisor. **Consider appointing Victoria Sedorook to the position of Police Records Supervisor effective October 4, 2023.**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER THE APPOINTMENT OF LAURA LAIRD TO THE POSITION OF SENIOR PAYROLL SPECIALIST - **President Glotz**

ACTION: Discussion: Laura is a financial professional with over 10 years of payroll experience in both the private sector and in the education field. She has taken on various challenges focused on improving workplace efficiency, implementing new procedures, and leading the implementation of a financial software payroll system conversion. Laura holds a Bachelor of Art in Business Administration & Economics. **Consider appointing Laura Laird to the position of Senior Payroll Specialist effective November 1, 2023.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER THE APPOINTMENT OF THOMAS TILTON AS INTERIM POLICE CHIEF - **President Glotz**

ACTION: Discussion: Due to the resignation of Police Chief, Matthew Walsh effective September 30, 2023, it is recommended that Thomas Tilton be appointed Interim Police Chief until a permanent Police Chief is appointed. **Consider appointing Thomas Tilton to the position of Interim Police Chief effective October 3, 2023.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-119 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING FOR CHRISTMAS DECORATIONS IN THE AMOUNT OF \$40,117.96
- B. CONSIDER ADOPTING RESOLUTION 2023-R-122 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKE DOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$38,850.84

- C. CONSIDER ADOPTING RESOLUTION 2023-R-128 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK CONSTRUCTION CONCEPTS OF ILLINOIS FOR THE HOLIDAY ANIMATED LIGHT DISPLAY IN THE AMOUNT OF \$32,840.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-120 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE DEMOLITION #1 (17309 OAK PARK AVENUE) IN THE AMOUNT OF \$50,450.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-121 AUTHORIZING A CONTRACT WITH SIERRA ITS FOR DESKTOP TECHNICIAN PROFESSIONAL SERVICES IN THE AMOUNT OF \$56,000.
- F. CONSIDER ADOPTING RESOLUTION 2023-R-123 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MINUTEMAN SECURITY TECHNOLOGIES, INC. FOR THE FIXED AUTOMATED LICENSE PLATE READER (ALPR) PHASE 4 INSTALLATION IN THE AMOUNT OF \$77,395.58.
- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,281,294.87 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, SEPTEMBER 22 AND 29, 2023.

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

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-060 APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE - **Trustee Brady**

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

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-127 APPROVING AN AGREEMENT FOR THE POST CLOSING OCCUPANCY OF THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE - **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 #12

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-059 APPROVING THE PURCHASE OF REAL PROPERTY FROM THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (7050-7068 171st STREET) - **Trustee Mahoney**

ACTION: Discussion: The proposed Resolution will allow the Village to purchase the property located at 7050-7068 171st Street. This item was discussed at the October 3rd, 2023 Committee of the Whole Meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ORDINANCE 2023-O-054 GRANTING VARIATION APPROVALS FOR AN ACCESSORY STRUCTURE AT 9306 WALNUT LANE - **Trustee Mahoney**

ACTION: Discussion: The Petitioner requests variations to Section III of the Zoning Ordinance to increase the maximum size and width for an accessory structure and to install a gas line to that structure at 9306 Walnut Lane in the R-2 (Single-Family Residential) zoning district.

The Plan Commission held a Public Hearing on September 21, 2023 and voted 0-5, recommending denial of the requested Variations in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-055 APPROVING THE ESTABLISHMENT OF A REAL ESTATE TRANSFER STAMP PROGRAM IN THE VILLAGE OF TINLEY PARK - **Trustee Mahoney**

ACTION: Discussion: The proposed Resolution will authorize the establishment of a real estate transfer stamp program within the Village of Tinley Park which will assist in the regulation of all property transfers in the Village. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-124 APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL PARKING SOLUTIONS FOR THE PURCHASE OF TEN (10) DIGITAL PARKING METERS, CALE WEB-OFFICE CENTRAL MANAGEMENT SOFTWARE, AND ANNUAL SERVICE AND MAINTENANCE SERVICES - **Trustee Mahoney**

ACTION: Discussion: The proposed resolution will authorize the execution of a contract with Total Parking Solutions for the purchase of ten (10) electronic parking meters to be placed at the Oak Park Avenue and 80th Avenue train station. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-057 AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PARKING FEES AND PARKING LOT DESIGNATIONS - **Trustee Mahoney**

ACTION: Discussion: The proposed ordinance will change the current lot designations at the Oak Park Avenue Train Station from permit only to daily pay. Additionally, the ordinance will increase daily parking rates to \$2.00 per day and offer monthly parking at a rate of no less than \$30 monthly. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-058 AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PRIVATE PARKING LOTS AND POLICE ENFORCEMENT - **Trustee Mahoney**

ACTION: Discussion: The proposed ordinance will allow the Village to enter into parking agreements with hotels, schools, commercial shopping centers, churches, and homeowners associations for the purpose of enforcing fire lanes, no parking zones, and control of motor vehicle traffic in privately held parking lots. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-056 AMENDING TITLE V, CHAPTERS 50 AND 51, ALONG WITH TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE TINLEY PARK CODE OF ORDINANCES REGARDING WATER AND SEWER CHARGES - **Trustee Mueller**

ACTION: Discussion: The Village recently completed a utility rate study which recommended adjusting the rates and billing frequency. This ordinance implements the recommendations as well as performs needed maintenance of the Code of Ordinances relative to the water and sewer utilities. This item was discussed at the Committee of the Whole meeting held on September 5, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-125 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK SALT PURCHASE - **Trustee Mueller**

ACTION: Discussion: Consider awarding a contract to Morton Salt, Inc. in the amount of \$75.81 per ton. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-126 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE, INC. FOR PARKING LOT SNOW REMOVAL - **Trustee Mueller**

ACTION: Discussion: This is the third (3rd) and final service contract with Beverly Snow & Ice, Inc. Consider awarding a contract to Beverly Snow & Ice, Inc. in an amount not to exceed \$512,590 (this amount can vary based on the frequency and amount of snow and ice control required). This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #22

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #23

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #24

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 19, 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 19, 2023. President Pro Tem Brennan called this meeting to order at p.m.

At this time President Pro Tem Brennan 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 Pro Tem:	William A. Brennan
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady Michael G. Mueller Kenneth E. Shaw Colleen M. Sullivan
Absent:	Michael W. Glotz, Village President Dennis P. Mahoney, Trustee
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brady, seconded by Trustee Mueller to approve the agenda as written or amended for this meeting. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Mueller to approve and place on file the minutes of the regular Village Board Meeting held on September 5, 2023. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

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

- Scott B. Roofing, 7309 Duvan Drive

Motion was made by Trustee Sullivan, seconded by Trustee Mueller to consider approving 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.

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

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **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.** This item was discussed at the Committee of the Whole held prior to this meeting. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adopt and place on file **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.** 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. President Pro Tem Brennan asked if there were any

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

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **ORDINANCE 2023-O-052 GRANTING A SPECIAL USE TO FAMILY DENTAL CARE LLC AT 7895 159TH STREET**. This Ordinance grants 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. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Shaw to adopt and place on file **ORDINANCE 2023-O-053 GRANTING VARIATIONS FROM THE ZONING ORDINANCE AT 7895 159TH STREET (FAMILY DENTAL CARE)**. This Ordinance grants 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. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2023-R-113 APPROVING THE PLAT OF EASEMENT AT 7895 159TH STREET (FAMILY DENTAL CARE)**. This Resolution approves 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. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-114 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HERA PROPERTY REGISTRY TO ADMINISTER THE DEFAULTED MORTGAGE PROPERTY REGISTRATION PROGRAM**. This Resolution authorizes 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. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-115 AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE OAK PARK AVENUE TRAIN STATION WITH KREMA4, LLC DBA KREMA COFFEE ROASTERS**. The Resolution allows Crema Coffee Roasters to license the available space at the Oak Park Avenue Train Station for five (5) years. Crema Coffee Roasters plans 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.

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

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-116 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MCGILL CONSTRUCTION LLC FOR THE 2023 MUNICIPAL PARKING LOT IMPROVEMENTS**. 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. President Pro Tem Brennan asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan declared the motion carried.

President Pro Tem Brennan asked if there were any comments from members of the Staff. There were none.

President Pro Tem Brennan asked if there were any comments from members of the Board.

Trustee Sullivan congratulated the Tinley Park Chamber of Commerce on a successful Oktoberfest.

Trustee Brady concurred with Trustee Sullivan and also mentioned that Orland Township held a successful Pet Palooza.

President Pro-Tem Brennan stated the new setup on the south side of the train tracks at the 80th Avenue Train Station worked out great.

President Pro Tem Brennan asked if there were any comments from members of the public.

Victor Tocwish, Board member of the Bristol Park Townhome Association, stated concerns with issues with the shoreline, culvert, and sidewalk of the detention pond behind the townhomes. Public Works Director John Urbanski stated that this is a privately owned pond owned by the homeowner's association. The Village does not fund privately-owned ponds. He noted that Public Works staff has recommended remedies to correct the issues with this privately owned pond.

A citizen commented on the Police Chief's resignation.

Motion was made by Trustee Mueller, seconded by Trustee Brady, at 7:47 p.m. to adjourn to Executive Session to discuss the following:

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

Meeting of the Board of Trustees – Minutes**September 19, 2023**

5

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.

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

Motion was made by Trustee Shaw, seconded by Trustee Sullivan to adjourn the Village Board meeting at 8:15 p.m. Vote on roll call. Ayes: Brady, Mueller, Shaw, Sullivan. Nays: None. Absent: Glotz, Mahoney. President Pro Tem Brennan 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

RECEIVE
PRESENTATION
FROM COOK
COUNTY
COMMISSIONER
DONNA MILLER

Tinley Park



Resolution 2023-R-118

A RESOLUTION ESTABLISHING
FIRE PREVENTION WEEK FOR 2023 IN THE VILLAGE OF TINLEY PARK

WHEREAS, it is the mission of the Tinley Park Fire Department to prevent loss of life and minimize property damage from the perils of fire through education, engineering and enforcement, and;

WHEREAS, with the introduction of new construction, and re-development to meet the needs of the community, it is imperative that all public safety agencies partner together to prevent fires; and

WHEREAS, the Village of Tinley Park continues to be a community for all ages and backgrounds that embraces fire education to minimize injury, loss of life, and property damage from the perils of fire; and

WHEREAS, the Tinley Park Fire Department recognizes the challenge to meet the fire safety needs of changing demographic and more diverse community; and

WHEREAS, Tinley Park’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

WHEREAS, all professional members of the fire service and other public safety agencies, shall coordinate their efforts to provide coalitions to ensure a successful reduction from the risk of fire; and

WHEREAS, on October 8-10, 1871, the Great Chicago Fire consumed the City of Chicago where over 300 people died and 17,500 buildings were destroyed, this fire began discussion which resulted in what we know today as Fire Prevention: and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU!” reminds us that today’s homes burn faster. The ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning.

NOW, THEREFORE, BE IT RESOLVED by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Illinois, Cook and Will Counties, on behalf of over 55,000 citizens, herein represented that the week beginning October 8, 2023, be designated as Fire Prevention Week in Tinley Park and urge all citizens to join with the coordinated effort of the Tinley Park Fire Department to provide effective educational and related fire prevention programs.

ADOPTED THIS 3rd day of October 2023.

Michael W. Glotz, Village President

Nancy M. O’Connor, Village Clerk

William P. Brady, Trustee

William A. Brennan, Trustee

Dennis P. Mahoney, Trustee

Michael G. Mueller, Trustee

Kenneth E. Shaw, Trustee

Colleen M. Sullivan, Trustee

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

CONSIDER THE APPOINTMENT OF:

VICTORIA SEDOROOK - POLICE RECORDS SUPERVISOR

President Glotz

CONSIDER THE APPOINTMENT OF:

LAURA LAIRD – SENIOR PAYROLL SPECIALIST

President Glotz

**Interoffice**

Memo

Date: September 29, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Interim Police Chief

With the resignation of Matt Walsh effective 30 September 2023, please consider the appointment of Thomas Tilton to the position of Interim Police Chief effective October 3, 2023.



Interoffice Memo

Date: September 25, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

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

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

Scope of Work:

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

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

The downtown area sites and decorations will include:

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

Description:

Public works is recommending that we approve the renewal contract for the installation, maintenance and take down of the Christmas decorations. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the second and final extension of the contract. B&B Holiday Decorating scored very high in each category. They also coordinated and provided seasonal holiday decoration services for the past 5 years.

Budget / Finance: Funding is budgeted in the FY24 Budget.

Budget Available	\$50,000.00
Year 3 of 3 contract	<u>\$40,117.96</u>
Difference (under budget)	\$9,882.04

Staff Direction Request:

1. Approve the service contract for the FY2024 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$40,117.96.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-119

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND B & B HOLIDAY DECORATING, LLC FOR CHRISTMAS DECORATIONS IN
THE AMOUNT OF \$40,117.96**

**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-119**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING, LLC FOR CHRISTMAS DECORATIONS IN THE AMOUNT OF \$40,117.96**

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 B & B Holiday Decorating, 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH B & B HOLIDAY DECORATING, LLC FOR CHRISTMAS DECORATIONS

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-119, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING, LLC FOR CHRISTMAS DECORATIONS IN THE AMOUNT OF \$40,117.96**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October 2023.

VILLAGE CLERK

Village of Tinley Park**SERVICE CONTRACT****DOWNTOWN HOLIDAY DECORATING 2023**

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **B & B Holiday Decorating 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 **Forty thousand one hundred and seventeen dollars and ninety six Cents (\$40,117.96)**. 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 William Cielinski, as Co-Owner and on behalf
(Name) (Title)
of B&B Holiday Decorating, LLC having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: 20-3685694

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:
Not Applicable 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.

B&B Holiday Decorating, LLC

Name of Contractor (please print)



Submitted by (signature)

Co-Owner

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.

B&B Holiday Decorating, LLC



Name of Contractor (please print)

Submitted by (signature)

Co-Owner

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.

B&B Holiday Decorating, LLC



Name of Contractor (please print)

Submitted by (signature)

Co-Owner

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.

B&B Holiday Decorating, LLC



Name of Contractor (please print)

Submitted by (signature)

Co-Owner

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)

B&B Holiday Decorating, LLC



Name of Contractor (please print)

Submitted by (signature)

Co-Owner

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.

* The scope of work is not applicable to prevailing wages per Illinois Prevailing Wage Act 820 and does not meet the definition of "public works" as defined in ILCS 130.01, further clarification may be provided upon request

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.

B&B Holiday Decorating, LLC



Name of Contractor (please print)

Submitted by (signature)

Co-Owner

Title

[Signature Page to Follow]

CONTRACTOR

BY:

Name

William Cielinski

Printed Name

Co-Owner

Title

09/26/23

Date

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 DOWNTOWN HOLIDAY DECORATING 2023

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.

Not applicable

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
Anthony Barrows	E	Installer	Y	Lake
Armando Armando	E	Installer	Y	McHenry
Armando Ceballos	E	Installer	Y	Kane
Ben Shay	E	Installer	Y	Lake
Brian Castaneda	E	Installer	Y	Cook
Dylan Seymour	E	Installer	Y	Cook
Jason Dumar	E	Installer	Y	Lake
Leandro Ceballos	E	Installer	Y	Kane
Miguel Marin	E	Installer	Y	Cook
Spencer Cotton	E	Supervisor	Y	Cook
Lawrence Booth	E	Supervisor	Y	Cook
Todd Alexander	E	Manager	Y	Cook

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
Village of Glenview 2022	DeWayne Balcom 847-376-0091	\$82,880/ \$82,880	None
Village of Algonquin 2022	Vince Kilcullen 847-658-2700 *4404	\$33,810.92/ \$33,810.92	None
City of Park Ridge 2022	Brandon Naser 847-318-5236	\$62,459/ \$63,114*	None
Village of Glen Ellyn 2022	Dave Buckley 630-547-5513	\$88,993/ \$102,618.92*	None

*additions

*change orders

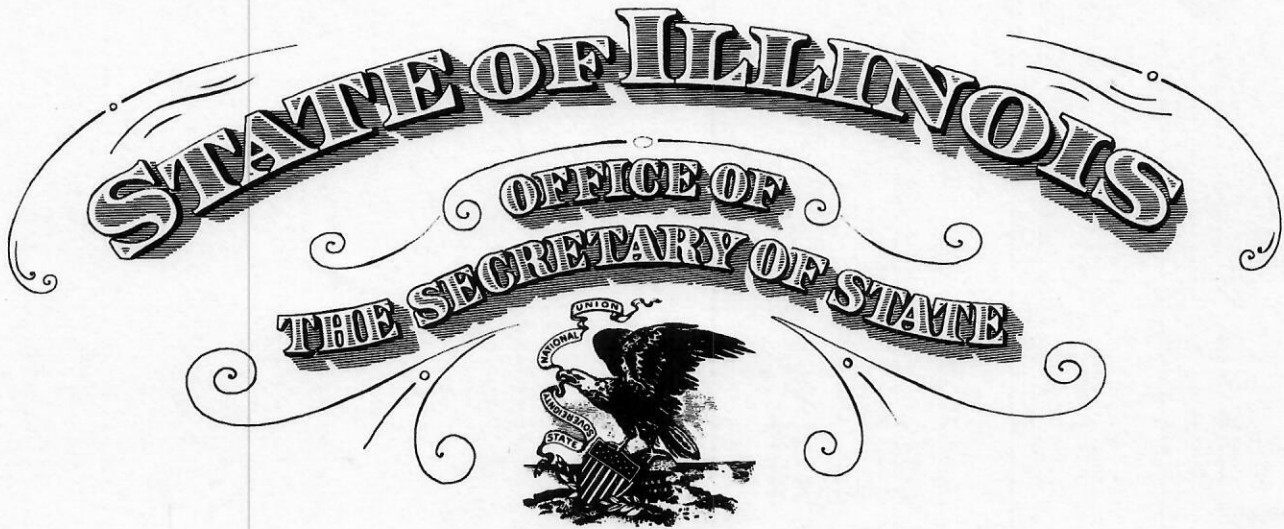
Item II:

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

File Number

0164463-7



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

B & B HOLIDAY DECORATING, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 06, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of MAY A.D. 2023 .

Authentication #: 2313701866 verifiable until 05/17/2024

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2023

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 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 BILL R SCHUTZ (03095) 51 W SEEGER RD STE 1 ARLINGTON HGTS, IL 60005-0000	CONTACT NAME: BILL R SCHUTZ PHONE (A/C, No, Ext): 847-690-1980 E-MAIL ADDRESS: BILL.SCHUTZ@COUNTRYFINANCIAL.COM		FAX (A/C, No): 847-690-1983
	INSURER(S) AFFORDING COVERAGE INSURER A : COUNTRY Mutual Insurance Company		NAIC # 20990
INSURED 4354101 B & B HOLIDAY DECORATING LLC 2048 FOSTER AVE WHEELING, IL 60090	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			AB9237461	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AB9237461	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AU9261082	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AW9237465	3/7/2023	3/7/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WORKERS COMPENSATION EXCLUSIONS:
 PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

CERTIFICATE HOLDER

CANCELLATION

B&B HOLIDAY DECORATING 2048 FOSTER AVE WHEELING, IL 60090	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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2048 Foster Ave
Wheeling, IL 60090

Page 3 of 16

Section 1

MANAGEMENT COMMITMENT AND INVOLVEMENT

Policy Statement

The management of this organization is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. Such reports will not result in retaliation, penalty or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation and maintenance of our workplace safety program has been assigned to:

Name: David Trilling

Title: GM Telephone: 847-212-0764

Management will be actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator, myself or other members of our management team will participate with you in ongoing safety and health program activities, which include:

- Providing safety and health education and training; and
- Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.

William Cielinski & Brian Galuski

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
8/15/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 BILL R SCHUTZ (03095) 51 W SEEGER RD STE 1 ARLINGTON HGTS, IL 60005-0000	CONTACT NAME: BILL R SCHUTZ PHONE (A/C, No, Ext): 847-690-1980 FAX (A/C, No): 847-690-1983 E-MAIL ADDRESS: BILL.SCHUTZ@COUNTRYFINANCIAL.COM														
INSURED 4354101 B & B HOLIDAY DECORATING LLC 2048 FOSTER AVE WHEELING, IL 60090	<table border="1"> <thead> <tr> <th data-bbox="815 415 1430 443">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1430 415 1560 443">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 443 1430 478">INSURER A: COUNTRY Mutual Insurance Company</td> <td data-bbox="1430 443 1560 478">20990</td> </tr> <tr> <td data-bbox="815 478 1430 514">INSURER B:</td> <td data-bbox="1430 478 1560 514"></td> </tr> <tr> <td data-bbox="815 514 1430 550">INSURER C:</td> <td data-bbox="1430 514 1560 550"></td> </tr> <tr> <td data-bbox="815 550 1430 585">INSURER D:</td> <td data-bbox="1430 550 1560 585"></td> </tr> <tr> <td data-bbox="815 585 1430 621">INSURER E:</td> <td data-bbox="1430 585 1560 621"></td> </tr> <tr> <td data-bbox="815 621 1430 632">INSURER F:</td> <td data-bbox="1430 621 1560 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: COUNTRY Mutual Insurance Company	20990	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AB9237461	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AB9237461	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AU9261082	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AW9237465	3/7/2023	3/7/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

REMARKS:
PROOF OF INSURANCE

WORKERS COMPENSATION EXCLUSIONS:
(CONTINUED)

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 
--------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED B & B HOLIDAY DECORATING LLC 2048 FOSTER AVE WHEELING, IL 60090
POLICY NUMBER AB9237461		
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	
EFFECTIVE DATE: 8/15/2023		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

**Interoffice****Memo**

Date: September 27, 2023

To: Committee of the Whole

From: Donna Framke and Amanda Gaus

Subject: 2023 Holiday Market Tent

As we approach the holiday season, marketing staff is working diligently on preparations for Tinley Park's annual Holiday Happenings weekend scheduled for Friday, December 1 through Sunday, December 3, 2023.

This year's Holiday Market hours will be modified to better leverage the beautiful Holiday lighting display and proposed animated Holiday walk. Hours for the 2023 Holiday Market will be:

Friday, December 1 from 6-10 p.m.,
Saturday, December 2 from 4-10 p.m., and
Sunday, December 3 from 2-7 p.m.

The tent will be filled with festive decorations, have a robust entertainment schedule featuring community and larger name bands and include 30 food, beverage, and specialty vendors for the duration of the weekend. Photos with Santa and horse-drawn carriage rides will again be provided and the weekend will conclude with the annual Parade of Lights, hosted in cooperation with the Tinley Park Chamber of Commerce, on Sunday evening.

We are seeking approval to contract with PRO EM National Event Services for the installation and takedown of the 82' x 131' tent that will be installed in the north commuter lot of the Oak Park Avenue Metra station. The \$38,850.84 price reflects a \$2,365.44 increase over last year. PRO EM is the same vendor that was used last year, and their quote came in \$14,163.63 lower than the next responsible bidder. This expense is included in the FY24 budget.

Installation of the tent is scheduled to start Wednesday, November 29, 2023, and be taken down by Monday, December 4, 2023.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-122

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND
TAKE DOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT
OF \$38,850.84.**

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

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

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKE DOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$38,850.84

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 Pro EM National Event Services, 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 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Pro EM National Event Services Contract

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-122, “**APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKE DOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$38,850.84,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October day of 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



5300 Newport Drive
Rolling Meadows, IL 60008
www.proem.org
847-967-6800 Phone
847-967-6805 Fax

Customer #: 42441

Status: Reservation

Contract #: 135311-3

Event Beg: Fri 12/ 1/2023 9:10AM

Event End: Sun 12/ 3/2023 9:10AM

Operator: Hayden Moldenhauer

Terms: On Account

Village of Tinley Park

16250 S. Oak Park Avenue

Tinley Park, IL 60477

Event: Tinley Park Holiday Market

Ordered By: Amanda Gaus

Sales Rep: Hayden Moldenhauer 480-550-0629 hayden.moldenhauer@proem.org

Delivery Wed 11/29/2023 8:00AM

Pickup Mon 12/ 4/2023 8:00AM

Amanda Gaus 708-444-5044
North Lot of the Oak Park Avenue Train Station
6700 S. South Street
Tinley Park, IL

Amanda Gaus 708-444-5044
North Lot of the Oak Park Avenue Train Station
6700 S. South Street
Tinley Park, IL

EVENT DETAILS:

>> Tinley Park's Annual Holiday Market

>> Event 12/1-12/3

SCHEDULE:

>> Installation: 11/29 - 11/30

>> Installation Finish 11/30, by Noon

>> Vender Load-in: 12/1

>> Events: 12/2-12/3

>> Vendor Load-out 12/4

>> Removal: 12/4

A signed contract and 50% deposit are required to confirm reservation.

Qty	Items Rented	Each	Price
HOLIDAY MARKET TENT			
1	25m x 40m x 3.4m Uniflex P3 Structure (82' x 131' x 11')	\$18,817.50	\$18,817.50
14	Highbay Light LED w/ Acrylic Shield Ambient Lighting for 82' x 131' tent (14-100watt Daylight 5000k LED Fixtures)	\$135.00	\$1,890.00
4	(ANC) Ambassadors Double Glass Door	\$825.00	\$3,300.00
4	Exit Sign with Emergency Backup Village of Tinley Park Supplies Fire Extinguishers	\$135.00	\$540.00
18	(LOS) P1-P5 Sidewall Solid White 4m x 5m (13' x 16')	\$75.00	\$1,350.00
4	(LOS) P1-P5 Double Door Surround Solid White 3.4m x 5m (11' x 16') - Center Justified White Sidewall Surround for North & South double doors	\$95.00	\$380.00
5	(LOS) P1-P5 Sidewall Clear with White 3.4m x 5m (11' x 16') Clear with White sidewalls for the West side 5m bays flanking West entrance	\$95.00	\$475.00
2	1600 lb. Concrete Block (2' x 3' x 2') used to secure 1 gable leg on either end of the tent where it cannot be staked.	\$150.00	\$300.00
2	1600 lb. Concrete Block Cover (2' x 3' x 2')	\$30.00	\$60.00
6	Heater - 170,000 BTU Heaters includes air ducts, diffusers, and thermostat controls. Village of Tinley Park Supplies Propane	\$450.00	\$2,700.00
STAGING			
1	Stage, 20' x 24' x 36"	\$1,032.00	\$1,032.00
16	Biljax Guardrail 4' x 42" - Horizontal	\$42.1738	\$674.78
1	Biljax Stair 32" High (3 Step)	\$71.28	\$71.28
780	Black Astro turf Stage Covering Used Black Astro turf to cover and skirt 20' x 24' stage	\$0.98	\$764.40
1	4ft x 46' ADA Ramp	\$690.00	\$690.00
4	Biljax Guardrail 2' x 42" - Vertical	\$0.00	\$0.00
2	Biljax Guardrail 4' x 42" - Vertical	\$0.00	\$0.00

Qty	Items Rented	Each	Price
18	Biljax Guardrail 4' x 42" - Vertical	\$0.00	\$0.00
184	Turf - Riviera Black (price per sq. ft.)	\$0.98	\$180.32
MAIN ENTRANCE TENT			
1	10' x 10' x 10' Anchor Fiesta Marquee	\$220.00	\$220.00
2	(ANC) Standard Sidewall Solid White 10' x 10'	\$35.00	\$70.00
1	Light, Par 38 White	\$49.50	\$49.50
2	350 lb. Block & Roll Concrete Block	\$60.00	\$120.00
2	350 lb Block & Roll Concrete Block Cover	\$10.00	\$20.00
TICKET TENT			
Installed on the other side of the train tracks at the train station			
1	10' x 10' x 7' Anchor Fiesta Frame Tent	\$220.00	\$220.00
1	(ANC) Standard Sidewall Solid White 7' x 20'	\$50.00	\$50.00
1	(ANC) Standard Sidewall Clear with White 7' x 10'	\$50.00	\$50.00
1	Light, Par 38 Black	\$53.46	\$53.46
1	Heater - 80,000 BTU Heaters includes air ducts, diffusers, and thermostat controls. Village of Tinley Park Supplies Propane	\$275.00	\$275.00
4	500 lb. Block & Roll Concrete Block	\$81.00	\$324.00
4	500 lb Block & Roll Concrete Block Cover	\$16.20	\$64.80
GENERAL SERVICES			
1	Forklift - 8k Reach 42' High Reach Material Handler Forklift for tent installation & removal	\$1,980.00	\$1,980.00
1	Genie Man Lift, Electric 27'	\$295.00	\$295.00
1	Asphalt Hole Patch Filling	\$285.00	\$285.00
1	VTP Contractor License Surety Bond	\$200.00	\$200.00
1	Tenting Labor Installation of lightweight holiday decoration ornaments from the interior of 25m x 40m tent	\$500.00	\$500.00
1	Delivery & Pick-up	\$1,000.00	\$1,000.00

Thank you for your business!

Payments made on this contract:

Rental/Sale Paid	\$151.20	Tue 9/19/2023 1:45PM In-Store Credit Apply credit
Total	\$151.20	

Accidental Damage Waiver:

Lessee accepts or declines Lessor's waiver of Lessee's responsibility for accidental damage to Lessor's equipment.

Waiver fee is eight percent (8%) of contract price. See paragraph 9 of Terms and Conditions.

In order to remove damage waiver client needs to submit appropriate Certificate of Liability Coverage

\$19,501.02 Required Deposit to Confirm

Rental Contract		Rental:	\$39,002.04
I certify that I have read and agree to all terms			
All pricing is contingent upon site inspection by Pro EM National Event Services.			
It is the Lessees sole responsibility to monitor the weather conditions. As a general rule when winds reach or exceed 35 miles per hour the tent should be evacuated. The tent should never be used for any shelter during severe weather.			
Lessee to provide adequate security for the protection of Lessor's equipment at all times from the commencement of installation to the completion of removal from event site.		Subtotal:	\$39,002.04
Pro EM National Event Services is not responsible for damage to underground obstructions, such as sprinkler systems and septic fields, unless Lessee supplies an exact depth and location plan for all obstructions.			
The event site must be cleared of obstacles that prevent the installation of tenting and equipment. Additional charges of \$35.00 per man, per hour, may apply if installation site is not ready as scheduled.		Total:	\$39,002.04
Signature: _____		Paid:	\$151.20
Village of Tinley Park		Amount Due:	\$38,850.84

As used herein "PRO EM" means URS Operations, LLC, Partytime-HDO Operations, LLC and PRO EM Operations, LLC, Kirby Operations, LLC all doing business as PRO EM National Event Services. "Client" means the customer identified in the applicable order, its agents and or employees, and includes the person or entity for whom the services are being provided, even if the identified client is an agent for such person. By accepting any order (contract), which acceptance may be verbal or written, the client agrees to the following terms and conditions, which shall apply except as otherwise specifically indicated on any order. Although we endeavor to be as accurate as possible, the client is responsible for the final review. To avoid any delay, please review the copy carefully including delivery address, billing address, all dates and times etc.

RENTAL PERIOD: PRO EM hereby rents the Equipment to Client for the period commencing when the Equipment leaves PRO EM's premises and ending upon its return to PRO EM's premises, subject to a charge for a minimum rental period. PRO EM may terminate rental at any time by written notice to Client and/or by retaking the Equipment. Unless otherwise specified, rental is for the time frame indicated on the order.

DEPOSIT, FEES & CANCELLATION: Reservations require 50% of all charges to be paid as deposit, remaining balance is due 48 hours prior to Delivery Date and/or Staff Arrival. A fee of 50% will be withheld if cancelled between 30-8 days prior to pick up/delivery date. 100% will be withheld if cancelled between 8-0 days prior to pick-up/delivery date. All out of pocket expenses are non-refundable regardless of timing on the cancellation.

RECEIPT AND USE OF EQUIPMENT: By accepting delivery, Client acknowledges that he/she has received the Equipment, all devices, and materials in good working and secure condition. Client shall not abuse, harm, or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. Client further agrees that by accepting delivery, Client accepts all terms and conditions contained herein.

ACCESS: Client is responsible for any delays or extra costs associated with providing insufficient space or access. PRO EM may refuse to deliver or install rental items if there is no safe means of ingress or egress, or charge additional labor costs, Client shall be responsible for all related cancellation fees and additional labor costs.

DAMAGE TO NON-RENTAL ITEMS: PRO EM has no responsibility to move any non-rental items. If, as a courtesy, PRO EM agrees to move any non-rental items, such activity is at Client's sole risk. PRO EM shall not be liable for any damage arising therefrom. Provided PRO EM takes reasonable care to protect such surfaces, PRO EM shall not be responsible for any damage to pool decks, flooring, grass, tracks, or other surfaces on which Client requests PRO EM to drive, walk or install rental items.

FAILURE OF EQUIPMENT/EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR: In the event of any failure of the Equipment, of any nature whatsoever, Client at its expense shall either (a) immediately return it to PRO EM's premises if Client picked it up at the time of rental or (b) Client shall immediately notify PRO EM the Equipment is unsafe or in a state of disrepair. Client shall immediately discontinue use if the Equipment, should it at any time following the execution of this agreement or subsequent agreement, become unsafe or in a state of disrepair. Without PRO EM's written authorization, Client shall not incur any expenses for PRO EM's account for the repair of the Equipment.

TENT AND WEATHER DISCLAIMER: Client understands that the Equipment are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be situations, particularly those involving strong winds, rain, and lighting, in which the Equipment will not provide adequate protection and may be damaged or blown over. The Equipment is not 100% waterproof. PRO EM will use commercially reasonable efforts to minimize weather related risks of any outdoor event. However, should any appropriately installed rental items become unusable after delivery to the event due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond PRO EM's control, Client shall still be liable for payment in full of all charges. At Client's request, subject to availability, PRO EM will attempt to repair, reinstall, or replace any properly installed rental items damaged due to weather events and Client shall pay PRO EM's actual costs in connection therewith. If there is forecasted, to occur during installation, extreme weather, PRO EM may decline to install the rental items for the safety of PRO EM's workers and others. Tents are temporary structures and will not withstand strong wind, rain, lightning, earthquake, or other conditions. A tent installed in a safe manner may become unsafe due to such conditions. Client has responsibility to monitor weather and other conditions, especially wind, and bears all responsibility for the safety of persons and property and the decision whether or not to evacuate the tent and tent areas. As a general rule, when winds reach or exceed 35 miles per hour, the tent should be evacuated. The tent should never be used for any shelter during severe weather. Client is responsible for developing an evacuation plan for tents and Client should ensure its on-site personnel are thoroughly familiar with tent evacuation procedures.

All tents and canopies are to be installed by the manufacturer's specifications utilizing stake anchors. Stake anchors are the only approved method to secure all tents and canopies that will maximize the holding power in case of inclement weather. Stake anchors should be installed at every tent leg. Any compromise from the manufacturer's specifications in anchoring the tents or canopies may cause the tents or canopies to move, shift, or fall in inclement weather. In the event PRO EM is asked to and are required to install tents or canopies by other means other than stake anchors, the Client assumes all responsibility if the tent or canopy fails. This is to include, without limitation, injury to persons including death, damage to all property in or around the tents or canopies and any damages to the tents or canopies. Client agrees to indemnify, hold harmless, protect, and defend PRO EM from and against any and all loss, liability, cost, damage, and expense which PRO EM may suffer or incur by reason of any action, claim, or proceeding brought against PRO EM, arising out of or related to the installation of tents or canopies by means other than stakes or concrete anchors as requested by Client.

8. SUBLETTING, LOCATION & ASSIGNMENTS: No item of leased Equipment shall be sublet, assigned, removed from the location at which Client represented it was intended to be used, or removed from PRO EM's premises, except by written consent of PRO EM. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

9. CLIENT RESPONSIBLE FOR LOSS OR DAMAGE TO EQUIPMENT: Client hereby assumes all responsibility for loss, harm or damage to the rented equipment as described in this agreement, which assumption shall apply during the period from delivery of the equipment to the Client to such time as Client returns the equipment to PRO EM. Client hereby agrees to indemnify and hold harmless PRO EM for all such loss or damage in an amount equal to, in PRO EM's sole discretion, the replacement or repair cost for such equipment.

10. INSURANCE COVERAGE REQUIRED: Client is responsible for any and all damage to, theft of, loss of and/or loss of use of Equipment at Fair market value while in the care, custody and control of Client. The only circumstance under which Client will not be responsible for loss or damage to the equipment is if Client elects to purchase PRO EM's Loss Damage Waiver. In the absence of the Loss Damage Waiver, Client must secure insurance protection naming PRO EM as Loss Payee. PRO EM requires a certificate of insurance be given to PRO EM specifying coverage for "Rental or Rented Equipment" in an amount that is a minimum of the total Fair market value of all equipment identified on the Contract to which this agreement is attached. If there is a minimum per-item limit specified, it can be no less than the most expensive individual item specified under the Fair market values provided on the Contract. The Loss Damage Waiver will be charged until a certificate of insurance is received and confirming the appropriate coverage on all Equipment. Prior to the delivery to or pickup of the Equipment identified on the Contract, Customer will provide to PRO EM certificates of insurance sufficient to satisfy the following minimum requirements:

- a. Commercial General Liability:
The limits shall be no less than:
\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal Advertising Injury Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products/Completed Operation Aggregate Limit
- b. Commercial Auto Coverage (applicable if you are picking up or returning equipment):
Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance including but not limited to owned autos, hired or non-owned autos.
- c. Rented or Leased Equipment (applicable if you are not purchasing the Loss Damage Waiver):
Coverage will provide "All or Special Risks" coverage with limits equal to or greater than the total Fair market value and with per item limitations that are no less than the most expensive piece of Equipment as specified on the Contract.

PRO EM National Event Services, its officers, directors, members, managers, employees, shareholders, and affiliates must be named as additional insured on all policies except the Rented or Leased Equipment Policy. Client shall exercise all rights available to him under said insurance, take all actions necessary to process claims that arise from this Agreement, and Lessee further agrees to assign said claim and any and all proceeds from such insurance to PRO EM as their interest may appear.

11. DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR: If the Equipment is returned in a damaged or excessively worn condition, Client shall pay PRO EM the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until repairs have been completed. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use.

12. DISCLAIMER OR WARRANTIES AND WAIVER OF DAMAGES: PRO EM makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. Client's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to PRO EM within 24 hours. PRO EM shall not be responsible for any loss, damage, or injury to Client and Client's property, including lost profits, incidental, special, or consequential damages, in any way connected with the operation of, use of, defect in, or failure of Equipment.

13. FORCE MAJEURE: PRO EM's performance under this agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, riots, accidents, natural disasters and other acts of god, and governmental mandates beyond PRO EM's control. In such event, PRO EM will promptly notify Client of such conditions. At Client's request, PRO EM will use reasonable efforts to provide substitute rental items and services, subject to each party's written approval of the substitute rental items and services and rental prices and fees.

14. INDEMNIFICATION AND HOLD HARMLESS: Client, its officers, directors, members, managers, employees, shareholders, and affiliates shall indemnify and hold PRO EM, its officers, directors, members, managers, employees, shareholders, and affiliates harmless from any claims, including third parties, for loss, injury and damage to their persons and property arising out of Client's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. Client shall furnish PRO EM with a complete report of any accident involving Equipment, including names and addresses of all persons involved and all witnesses. Except as may be provided for under the Loss Damage Waiver if Client has agreed to pay for same, Client is liable for all damage or loss of the leased Equipment arising from any accident or act of any and every nature whatsoever, including particularly any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of whom furnished and regardless of who shall hitch the Equipment. PRO EM shall not be liable in any manner for injuries or damages to any persons, property, or materials under or near the Equipment, including pool covers, dance floors, and staging, caused by fire from any cause, rain, hail, sleet, snow, high winds, tornadoes, floods, lightning, or other disturbances of nature or by the Equipment failing by reason thereof. Client shall not be liable in any manner for injuries or damages caused to persons or things falling over or coming in contact with ropes, stakes or other supports of the Equipment.

15. RETURN OF EQUIPMENT: At the termination of this agreement, Client shall return the Equipment to PRO EM's premises during PRO EM's regular business hours, in the condition and repair as when delivered to Client, subject only to reasonable wear and tear. Client shall be liable for all damages to or loss of the Equipment occurring because it was not returned within PRO EM's regular business hours. If PRO EM has agreed to deliver the Equipment to Client or to pick up the Equipment from Client, Client shall be responsible for all loss or damage to the Equipment from time of delivery to Client and until picked up by PRO EM.

16. HAZARDOUS MATERIALS: Client represents and warrants that it shall return all Equipment, including any and all attachments, tools, and machinery leased from PRO EM free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Client shall indemnify and hold Lessor harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against PRO EM in any way relating to Client's breach of the above warranty.

17. RETAKING OF EQUIPMENT: If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for PRO EM to retake the Equipment to protect it from loss or damage, PRO EM and its agents may go upon Client's property and retake the Equipment, without notice and legal process, and Client waives all rights to a prior judicial hearing. PRO EM and its agents may take all action reasonably necessary to retake the Equipment and Client waives for himself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by retaking by PRO EM. Client agrees to pay all costs and expenses incurred by PRO EM in retaking the Equipment.

18. COMPLIANCE WITH LAW AND SAFETY REGULATIONS: As PRO EM has no control over the use of the Equipment by Client, Client agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State, and Local laws, regulations, and ordinances, which may affect the Equipment while it is in the possession of Client. Client shall indemnify and hold Lessor harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations, and ordinances.

19. BLUE STAKING: Prior to the commencement of tent and/or structure staking or placement of grounding rods, the Client shall clearly identify on the ground for PRO EM, the correct location of all underground utilities, including, but not limited to water, utility, gas, and fiber optic lines. Client shall be solely responsible for any and all damages to utilities or personnel caused, wholly or partially by the failure to identify or the inaccurate identification of underground utility locations.

20. LEGAL FEES AND VENUE: Client shall pay PRO EM's reasonable legal fees and court costs incurred in enforcing the terms and conditions hereof. Client agrees this agreement is to be construed under the laws of the state where transaction was originated (Arizona, Illinois, or California).

21. TAXES AND FEES: Client shall reimburse PRO EM for any additional fees or taxes sought to be imposed against PRO EM by any municipal or local subdivision relating to the use of the Equipment by Client or rental as provided herein.

22. INSUFFICIENT FUNDS: In the event we receive a returned check due to insufficient funds or a stop payment, a \$50 returned check fee will be assessed. In the event a check is returned for insufficient funds, we reserve the right to call your bank to verify funds for any future checks presented for payment on your account.

23. LATE CHARGES: Any balance remaining on an invoice one day after the due date is considered delinquent and is subject to a finance charge at the rate of 1% monthly, 12% annually, of the past due balance. Furthermore, any collection costs incurred by PRO EM in the recovery of delinquent funds may be the sole responsibility of the client and added to the invoice balance.

24. ENTIRE AGREEMENT: This Agreement and the instruments to be delivered by the parties constitute the full and entire agreement with respect to the subject matter thereof. It may not be amended except by a written agreement signed by both parties.



Interoffice Memo

Date: September 28, 2023
To: Committee of the Whole
From: Donna Framke
Subject: 2023 Holiday Animated Light Display

With the holiday season approaching and thoughts turning toward Holiday décor, staff is working on preparations for Downtown Tinley's Holiday Walk which is scheduled to be displayed from Friday, December 1 through the first week in January.

For the past several years, the Village of Tinley Park has installed a Holiday Walk display in and around the north lot of the Oak Park Avenue Metra station which has been very well received. Last year, this display was enjoyed by approximately 30,000 visitors. Our goal each holiday season is to enhance the area and continue to draw visitors to Downtown Tinley. This year, our recommendation is to add an animated Holiday light show set to Holiday music.

The marketing department actively sought proposals from capable contractors to coordinate and provide a professional, animated holiday light show in our downtown area for the 2023 holiday season. They were asked to provide design ideas, music coordination, controllers, wiring and other necessary equipment, installation, maintenance/repairs, on-call services (including staff at tree lighting) and removal. This light show display area will include the parkway trees along Oak Park Avenue on each side of the fountain and the existing holiday decorations including the giant snowflakes, giant reindeer, giant sleigh, giant ornament, fountain light display, lighted faux trees and the 35-foot Christmas tree. If this display is well received, we anticipate expanding on it when Harmony Square is complete.

One of the two proposals received was from Construction Concepts of Illinois, a Tinley Park company, for \$32,840. The other proposal received was from Illuminight Lighting, Inc., a Highland Park company, for \$48,600.

We are seeking approval to contract with Construction Concepts of Illinois to provide the animated display. This expense is included in the FY24 capital budget.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-128

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND CONSTRUCTION CONCEPTS OF ILLINOIS FOR THE 2023 HOLIDAY
ANIMATED LIGHT DISPLAY IN THE AMOUNT OF \$32,840.**

**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-128**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CONSTRUCTION CONCEPTS OF ILLINOIS FOR THE 2023 HOLIDAY ANIMATED LIGHT DISPLAY IN THE AMOUNT OF \$32,840.**

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 Construction Concepts of Illinois, 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Construction Concepts of Illinois Contract

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-128, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CONSTRUCTION CONCEPTS OF ILLINOIS FOR THE 2023 HOLIDAY ANIMATED LIGHT DISPLAY IN THE AMOUNT OF \$32,840.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October 2023.

VILLAGE CLERK

Construction Concepts of Illinois

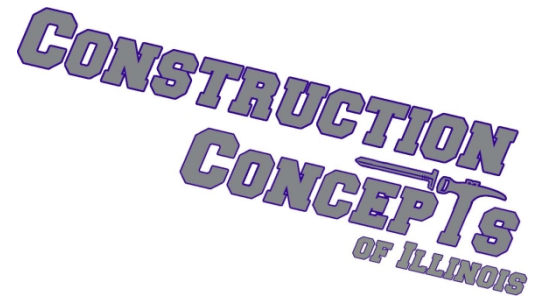
17321 Avon Ln

Tinley Park, IL 60487 US

708-955-2019

dominic@constructionconceptsofil.com

www.constructionconceptsofil.com

Estimate**ADDRESS**

Donna Framke

Village of Tinley Park

16250 S. Oak Park Ave

Tinley Park, IL 60477

ESTIMATE #	DATE	
5085	08/21/2023	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Zabrocki Plaza Christmas Light Show Provide 10 professional series 30 amp light controllers Install 1 light show director/SD Card Build and paint 10 wooden presents to cover lighting controllers Design a light show based off of the layout and color configuration Wire all controllers together with Cat5 cable Plug in all of the above listed lights into the correct channels on the controller, price includes supplying up to 100 - 25' extension cords and 100 - 3-way splitters Patch lighting system into existing village PA Program SD Card with 40 different Christmas Songs (we can supply the Village with a list of songs to select from) Test lighting system Provide someone familiar with the lighting system for the lighting ceremony on December 1st *Light show to be programmed to run 2 - 15 minute shows. The rest of the time the lights will all be on constant. *All lights to be installed and colors plugged in together by others prior to our arrival. Any time spent fixing lights installed by others will be an additional charge. Price assumes 3 colors of lights will be installed on everything. *Village to supply any necessary Yellow Jacket cord protectors.	1	27,990.00	27,990.00
	Maintenance Contract We agree to respond to a maintenance call from Village personal within a 2 hour time window We agree to maintain the system for the following problems: Controller problems Programming problems Audio problems Tripped fuses within our system *Any repairs due to vandalism or intentional unplugging will be billed at an hourly rate of \$65/hr	1	2,500.00	2,500.00
	Take Down and Pack up all Lighting System Components in Plaza	1	2,350.00	2,350.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Pack up all cords, adapters, controllers, wood presents, director and other related materials in storage bins Load all bins onto trailers and transport to Aero Rubber for storage Unload all decorations into Areo Rubber and neatly stack for the following year			

**DUE TO RECENT TRENDS ALL MATERIAL PRICING IS SUBJECT TO CHANGE ON A DAILY BASIS.

TOTAL

\$32,840.00

****CONSTRUCTION CONCEPTS OF ILLINOIS RESERVES THE RIGHT TO ADJUST MATERIAL PRICES PRIOR TO SHIPMENT, SHOULD AN INCREASE IN COSTS BE EXECUTED, BY OUR SUPPLIERS, PRIOR TO SHIPPING.

Accepted By

Accepted Date



Interoffice Memo

Date: September 27, 2023
To: Pat Carr, Village Manager
From: John Urbanski, Public Works Director
Subject: Contract Approval: Site and Building Demolition at 17309-13 Oak Park Ave.

Presented for Committee & Village Board Agenda discussion and possible action:

Background:

As required by the efforts to coordinate site preparation of the Harmony Square Development, the property at 17309-17313 Oak Park Ave. was purchased. The aforementioned building will need to be demolished to make way for the site of the future stage building. On Wednesday, September 20, 2023, R.C. Wegman coordinated with staff for bid openings to afford environmental clean-up, abatement, and site demolition. The bid tab is attached to this memo with the recommended low bidders as seen in the attached guaranteed maximum price (GMP) contract. As the next step in this project, it is Staff's recommendation to award the GMP Construction Manager Contract with R.C. Wegman including the scope as follows:

BID PACKAGES	AWARDED CONTRACTOR	COST
Abatement	Anthem Excavation & Demolition	\$7,000
Demolition	Bechstein Construction	\$21,195
Site Superintendent		\$9,200
Allowance: Construction Fence		\$5,000
CONSTRUCTION COST		\$42,395
Construction Management Fee 3%		\$1,272
General Condition's Fee 4%		\$1,696
Insurance Fee 1%		\$424
Bond Fee 1%		\$424
10% Construction Contingency		\$4,240
GMP		\$50,450

Budget/ Finance: Funding is available in the approved FY24 Budget.

Staff Direction Request:

1. Approve contract with R.C. Wegman, of Aurora, IL at the GMP amount of \$50,450.00 for the demolition and site work of the building at 17309-13 Oak Park Ave.
2. Direct staff as necessary.

Attachments:

1. Bid Tabulations
2. GMP Construction Manager Agreement

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-120

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE
DEMOLITION #1**

**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-120**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE DEMOLITION #1**

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

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

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

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

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

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

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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE DEMOLITION #1

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-120, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE DEMOLITION #1,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



ConsensusDocs™
BUILDING A BETTER WAY

**ConsensusDocs™ 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER
(Where the CM is At-Risk)**

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EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the “¶” button under the “Home” tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
- Blue Boxes:** Instructions for fields that may or may not be required for a complete contract.
- Green Boxes:** Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE. For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 400, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.



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CONTENT SECURE ID: F03000E0-54DA

ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)



TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS



ARTICLE 1 AGREEMENTJob Number: **2023-09**Account Code: **N/A**

This Agreement is made this **25th** Day of **September** in the year **2023**, by and between the

OWNER

**VILLAGE OF TINLEY PARK
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477**

and the

CONSTRUCTION MANAGER **R. C. WEGMAN CONSTRUCTION COMPANY
750 Morton Avenue
Aurora, Illinois 60506**

Tax identification number (TIN) - **36-2313195**

Contractor License No., if applicable -

for services in connection with the following

PROJECT **HARMONY SQUARE**

Notice to the Parties shall be given at the above addresses.

The Design Professional is **TRIA ARCHITECTURE
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527**

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement unless authorized in writing by the Owner's Representative.



2.1.4 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors, subconsultants or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following: **TBD**. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.2.1 The Owner shall obtain from the Design Professional either a license for the Construction Manager and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.3 DEFINITIONS

2.3.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.3.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A - Amendment No. 1 - GMP Document
Exhibit G - Certificate of Insurance
Exhibit H - Fee Schedule

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 A "Change Order" is a written order signed by the Owner and the Construction Manager after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by the Construction Manager and accepted by the Owner.

2.3.4 The "Contract Documents" consist of this Agreement, the existing Contract Documents listed in section 15.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.15.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Time" is the period between the Date of Commencement and the Final Completion.

2.3.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.3.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes the Construction Manager's Representative.



2.3.8 "Date of Commencement" is as set forth in section 6.1.

2.3.9 "Day" means a calendar day.

2.3.10 "Defective Work" is any portion of the Work that that does not conform with the Contract Documents.

2.3.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by the Owner to perform design services for the Project.

2.3.12 "Final Completion" occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.3.13 "Interim Directed Change" is a change to the Work directed by the Owner pursuant to section 9.2.

2.3.14 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Construction Manager must comply that are enacted as of the Agreement date.

2.3.15 A "Material Supplier" is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.3.16 "Others" means other contractors, material suppliers, and persons at the Worksite who are not employed by the Construction Manager, or Subcontractors.

2.3.17 "Overhead" means (a) payroll costs and other compensation of the Construction Manager's employees in the Construction Manager's principal and branch offices; (b) general and administrative expenses of the Construction Manager's principal and branch offices including charges against the Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) the Construction Manager's capital expenses, including interest on capital used for the Work.

2.3.18 "Owner" is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.19 The "Owner's Program" is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.3.20 The "Parties" are collectively the Owner and the Construction Manager.

2.3.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.



2.3.22 The "Schedule of the Work" is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.23 "Subcontractor" is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others.

2.3.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Construction Manager.

2.3.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.26 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.27 "Work" means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.28 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Construction Manager recognized and failed to timely report to the Owner



any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 The Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, the Construction Manager shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Construction Manager shall name a different superintendent for the Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.2.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.2.3 The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Construction Manager shall immediately reassign the person on receipt of the Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE The Construction Manager's authorized representative is **Colette Rozanski**. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. If the Construction Manager changes its representative or their authority, the Construction Manager shall immediately notify the Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in the Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION The Construction Manager shall provide a preliminary evaluation of the Owner's Program and report such findings to the Owner and the Design Professional.

3.3.2 CONSULTATION The Construction Manager shall schedule and attend regular meetings with the Owner and Design Professional. The Construction Manager shall consult with the Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, the Construction Manager shall prepare a preliminary Schedule of the Work for the Design



Professional's review and the Owner's approval. The Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of the Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, the Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicates that milestone dates contained in prior Schedules of the Work will not be met, the Construction Manager shall notify and make recommendations to the Owner. If the Project is to be completed in phases, the Construction Manager shall make recommendations to the Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When the Owner has sufficiently identified the Owner's Program and other Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Design Professional and approval of the Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.3 When design development documents or documents of comparable detail have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare a further detailed estimate with supporting data for review by the Design Professional and approval by the Owner. During the preparation of the drawings and specifications, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.4 If any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall notify and make recommendations to the Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall issue a report to the Design Professional and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by the Construction Manager, its Subcontractors, Subsubcontractors, and Material Suppliers.



3.3.7 LONG-LEAD ITEMS The Construction Manager shall recommend to the Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. The Owner shall promptly reply in writing to the Construction Manager if the Owner or Design Professional know of any objection to a subcontractor. The Owner may designate specific persons or entities from whom the Construction Manager shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES The Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

See attached Fee Proposal Exhibit "H" for details regarding the Pre-Construction Phase and the Design Completion Phase.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Owner and Construction Manager agree the drawings and specifications are sufficiently complete, the Construction Manager shall prepare and submit to the Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, the Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. The Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;



3.4.2.3 a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by the Construction Manager.

3.4.2.8 **The GMP will also include a contingency that will be used to address minor changes in scope or unforeseen conditions. Any unused contingency will be returned to the Owner at the completion of the project.**

3.4.3 The Construction Manager shall meet with the Owner and Design Professional to review the GMP. If the Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP. The Owner shall then give prompt written approval of the GMP.

3.4.4 The Owner shall cause the Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to the Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by the Owner, Construction Manager, and Design Professional. The Construction Manager shall promptly notify the Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to the Owner, the Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed prior to establishment of the Guaranteed Maximum Price and its acceptance by the Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies



the Construction Manager, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by the Construction Manager, the GMP Proposal shall be deemed accepted in accordance with subsection 3.4.6;

3.4.8.2 direct the Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.8.3 terminate the Agreement for convenience in accordance with section 12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Prior to the Owner's acceptance of the GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

3.5 COOPERATION WITH WORK OF OWNER AND OTHERS

3.5.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, clean up, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.5.2 If the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Construction Manager, the Owner, and Others shall adhere to the revised Schedule of the Work.

3.5.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Construction Manager's Work with theirs.

3.5.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If the Construction Manager does not notify the Owner of defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not



defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6 CONSTRUCTION SERVICES AND ADMINISTRATION

3.6.1 Prior to commencing the Work, the Construction Manager shall examine and compare the drawings and specifications with information furnished by the Owner that are considered Contract Documents, relevant field measurements made by the Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.6.2 Should, the Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized, however, that the Construction Manager is not acting in the capacity of a licensed design professional, and that the Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6.3 The Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless the Construction Manager knowingly fails to report a recognized problem to the Owner.

3.6.4 The Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports described in the three preceding subsections.

3.6.5 **COST REPORTING** The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded access to all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.6.5.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.7 MATERIALS FURNISHED BY THE OWNER OR OTHERS

3.7.1 If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or



damage due to acts or omissions of the Construction Manager shall be the responsibility of the Construction Manager and may be deducted from any amounts due or to become due the Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.8 TESTS AND INSPECTIONS

3.8.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.8.3, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.

3.8.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in the subsection below.

3.8.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for costs of correction and retesting.

3.9 WORKMANSHIP

3.9.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.10 WARRANTY

3.10.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.



3.10.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.10.4 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period the Construction Manager shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If prior to Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.

3.11.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner.

3.11.4 The Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction Manager and allow the Construction Manager an opportunity to correct the Work if the Construction Manager elects to do so. If the Construction Manager elects to correct the Work it shall provide written notice of such



intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Construction Manager does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Construction Manager, the Owner shall promptly provide the Construction Manager with an accounting of the correction costs it incurs.

3.11.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Construction Manager's other obligations under the Contract Documents.

3.11.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Construction Manager to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PRECAUTIONS AND PROGRAMS The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with Laws.

3.13.2 The Construction Manager shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.13.3 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE The Construction Manager's Worksite Safety Representative is **Mark Werrline**, who shall act as the Construction Manager's



authorized safety representative with a duty to prevent accidents. If no individual is identified in this subsection, the safety representative shall be the Construction Manager's Representative. The Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner.

3.13.4 The Construction Manager shall provide the Owner with copies of all notices required of the Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.13.5 Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.

3.13.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require the Construction Manager to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them and deduct their cost from the GMP. The Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on the Construction Manager's compliance with the Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, the Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall promptly report the condition to the Owner, the Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.



3.15.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.5 If the Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion.

3.15.6 To the extent permitted by section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against any and all direct claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors, and Others.

3.15.7.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.15.7.3 To the extent permitted under section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its agents, officers, directors, and employees, the Owner shall defend, indemnify and hold harmless the Construction Manager, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents.

3.15.7.4 This section shall survive the completion of the Work or any termination of this Agreement.

3.16 SUBMITTALS



3.16.1 The Construction Manager shall submit to the Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with subsection 4.6.1. The Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. The Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Design Professional and the Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.

3.16.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, Design Professional provide for an adjustment in the Contract Price or Contract Time.

3.16.6 The Construction Manager shall prepare and submit to the Owner (Designate only one)

☒ final marked-up as-built drawings

or

☐ updated electronic data, in accordance with subsection 4.6.1

or



[] such documentation as defined by the Parties by attachment to this Agreement, in general documenting how the various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents specifically require the Construction Manager to procure design services, the Owner shall specify all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As permitted by the laws, rules and regulations in the jurisdiction where the Project is located, the Construction Manager shall procure such services and any certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of the Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Construction Manager shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the unknown condition shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 The Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of the Owner pursuant to section 4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Construction Manager shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 The Construction Manager shall pay all applicable taxes enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.19.3 The GMP shall be adjusted for additional costs resulting from Laws enacted after the date of this Agreement, including taxes.



3.19.4 If, in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Construction Manager as a result of any such action.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 The Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.20.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.21 CLEANING UP

3.21.1 The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If the Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Construction Manager in the next payment period.

3.22 ACCESS TO WORK The Construction Manager shall facilitate the access of the Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS The Construction Manager shall comply with all Laws at its own costs. The Construction Manager shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Construction Manager, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to the Owner is given and advance approval by appropriate authorities, including the Owner, is received.

3.24 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Subsubcontractors, and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Construction Manager or Owner, as the case may be, shall promptly notify the other party to permit that party's legal objection, if necessary.



ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by the Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work. The Construction Manager shall be notified prior to any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Laws; and

4.3.3 any other information or services requested in writing by the Construction Manager which are required for the Construction Manager's performance of the Work and under the Owner's control.

4.4 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of the Construction Manager pursuant to section 3.19.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving the Construction Manager's written request, the Owner shall provide the Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's real property interests in the Worksite and the record legal title.



4.6 CONTRACT DOCUMENTS Unless otherwise specified, the Owner shall provide a reasonable number of hard copies of the Contract Documents to the Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If the Owner requires that the Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional and Construction Manager shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE The Owner's Representative is **John Urbanski**. The Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority, the Owner shall immediately notify the Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Construction Manager and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Construction Manager incurs additional costs or is delayed due to such loss or damage, the Construction Manager shall be entitled to an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK



5.2.1 Promptly after the execution of this Agreement, the Construction Manager shall provide the Owner, and, if directed, the Design Professional with a written list of the proposed subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If the Owner has reasonably and promptly objected, the Construction Manager shall not contract with the proposed Subcontractor or Material Supplier, and the Construction Manager shall propose another acceptable Subcontractor or Material Supplier to the Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 12.3 or 12.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: N/A.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. The Owner and the Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.



6.1.2 Time is of the essence for this Agreement.

6.1.3 Unless instructed by the Owner in writing, the Construction Manager shall not knowingly commence the Work before the effective date of insurance to be provided by the Construction Manager or the Owner as required by the Contract Documents.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting the first application for payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional a Schedule of the Work showing the dates on which the Construction Manager plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. The Construction Manager shall comply with the approved Schedule of the Work, unless directed by the Owner to do otherwise or the Construction Manager is otherwise entitled to an adjustment in the Contract Time. The Construction Manager shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.2.2 The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Construction Manager's costs or time, the GMP or the Dates of Substantial or Final Completion shall be equitably adjusted.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Construction Manager, the Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. In addition, if the Construction Manager incurs additional costs as a result of such delay, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7. Examples of causes beyond the control of the Construction Manager include, but are not limited to, the following: (a) acts or omissions of the Owner, the Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Construction Manager shall submit any requests for equitable extensions of Contract Time or equitable adjustment in Contract Price in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if the Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7.



6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Construction Manager shall provide prompt written notice to the Owner of the cause of such delays after the Construction Manager first recognizes the delay. The Owner and the Construction Manager agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Construction Manager shall give the Owner written notice of the claim in accordance with section 9.4. If the Construction Manager causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.7. The Owner shall process any such claim against the Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by the Owner of the GMP, the Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. The Construction Manager will provide written reports to the Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION The Owner and the Construction Manager agree that this Agreement [] shall/ **X** shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.6.1.1 The Construction Manager understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner **N/A** dollars (**\$N/A**) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.6.2 FINAL COMPLETION The Owner and the Construction Manager agree that this Agreement [] shall/ **X** shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.6.2.1 The Construction Manager understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Final Completion is not attained the Construction Manager shall pay the Owner **N/A** dollars (**\$N/A**) as liquidated



damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.6.3 OTHER LIQUIDATED DAMAGES The Owner and the Construction Manager may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.6 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver: N/A.

6.7.1 The Owner and the Construction Manager shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 the Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in section 7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE The Construction Manager's Fee shall be as follows, subject to adjustment as provided in section 7.4: See Attached Exhibit "H" – Fee Schedule.

7.4 ADJUSTMENT IN THE CONSTRUCTION MANAGER'S FEE Adjustment in the Construction Manager's Fee shall be made as follows: [____].



7.4.1 for changes in the Work as provided in ARTICLE 9, the Construction Manager's Fee shall be adjusted as follows:

For additional costs to the work, a 9.5% fee will be applied to the cost of construction. This fee includes general conditions, insurance, bond and CM fee.

7.4.2 for delays in the Work not caused by the Construction Manager, except as provided in section 6.3, there shall be an equitable adjustment in the Construction Manager's Fee to compensate the Construction Manager for increased expenses; and

7.4.3 if the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Construction Manager shall be paid an additional fee in the same proportion that the Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION The Construction Manager shall be compensated for Preconstruction Services as follows:

See Fee Schedule Exhibit "H" for fees associated with Phase I - Pre-Construction Phase and Phase II - Design Completion Phase.

ARTICLE 8 COST OF THE WORK

8.1 The Owner agrees to pay the Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to the Construction Manager's Fee stipulated in section 7.3.

8.2 COST ITEMS

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of the Work.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

All RCW field labor will be billed at \$115.00 per hour.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work pursuant to subsections .1 and .2 immediately above.

8.2.4 Reasonable transportation, travel, hotel and moving expenses of the Construction Manager's personnel incurred in connection with the Work.



8.2.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

8.2.6 Payments made by the Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Construction Manager is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which the Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the Construction Manager's negligence.

8.2.13 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power, and fuel costs necessary for the Work.

8.2.16 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.



8.2.18 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.

8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

9.1 CHANGE ORDER

9.1.1 The Construction Manager may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Owner and the Construction Manager shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM The Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion until a Change Order has been executed or a written Interim Directed Change has been issued.

9.2 INTERIM DIRECTED CHANGES

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Construction Manager on the adjustment, if any, in the GMP or the Date of Substantial Completion or Date of Final Completion.

9.2.2 The Owner and the Construction Manager shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directed Change. As the changed Work is performed, the Construction Manager shall submit its costs for such Work with its application for payment



beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

9.2.3 When the Owner and the Construction Manager agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Construction Manager have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 costs calculated on a basis agreed upon by the Owner and Construction Manager plus N/A percent (N/A%) overhead and N/A percent (N/A%) profit; or

9.3.1.4 if an increase or decrease cannot be agreed to as set forth in subsections .1 through .3 above, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, the Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, the Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Construction Manager, such unit prices shall be equitably adjusted.

9.3.3 If the Owner and the Construction Manager disagree as to whether work required by the Owner is within the scope of the Work, the Construction Manager shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations.

9.3.4 If the Owner issues a written order for the Construction Manager to proceed, the Construction Manager shall perform the disputed work and the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Construction Manager's receipt of payment for the disputed work does not



prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, the Construction Manager shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of the Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, the Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, the Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 CHANGES IN LAW Notwithstanding the Construction Manager's obligations to comply with all laws, if any changes in Laws, including taxes, which were not reasonably anticipated and then enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Owner and set forth in Amendment 1, whichever occurs later, the GMP, estimated Cost of the Work, and the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted by Change Order.

9.6 INCIDENTAL CHANGES The Owner may direct the Construction Manager to perform incidental changes in the Work, upon concurrence with the Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, the Construction Manager shall prepare and submit to the Owner and, if directed, the Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS The Construction Manager shall submit to the Owner and, if directed, the Design Professional a monthly application for payment no later than the **Fifth (5th)** Day of the calendar month for the preceding thirty (30) Days. The Construction Manager's applications for payment shall be itemized and supported by the Construction Manager's schedule of values and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes.



The Owner shall pay the amount otherwise due on any payment application, as certified by the Design Professional, no later than twenty (20) Days after the Construction Manager has submitted a complete and accurate payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by the Owner, as a prerequisite for payment, the Construction Manager shall provide partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall the Construction Manager be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If the Owner has made payments in the time required by this article, the Construction Manager shall, within thirty (30) Days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If the Construction Manager fails to take such action on a lien, the Owner may cause the lien to be removed at the Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made prior to Substantial Completion, the Owner may retain **Ten** percent (**10%**), of the amount otherwise due after deduction of any amounts as provided in section 10.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision, then:

10.2.4.1 after the Work is fifty percent (50%) complete, the Owner shall withhold no additional retainage and shall pay the Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 the Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which the Owner has accepted. In lieu of retainage, the



Construction Manager may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under this Agreement:

10.3.1 the Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Construction Manager to the Owner or Others to whom the Owner may be liable;

10.3.3 the Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Construction Manager, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest for late payment. The GMP and Dates of Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.



10.6 SUBSTANTIAL COMPLETION

10.6.1 The Construction Manager shall notify the Owner and, if directed, the Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner and, if directed, to the Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon the Owner's written acceptance of the Certificate of Substantial Completion, the Owner shall pay to the Construction Manager the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Construction Manager as necessary to achieve Final Completion. Uncompleted items shall be completed by the Construction Manager in a mutually agreed upon timeframe. The Owner shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The Construction Manager shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.



10.8.2 When the Work is complete, the Construction Manager shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to the Construction Manager within twenty (20) Days after the Construction Manager has submitted an application for final payment, including submissions required under subsection 10.8.4, and a Certificate of Final Completion has been executed by the Owner and Construction Manager.

10.8.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by section 10.8.

10.8.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless the Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS



11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees, the Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above the Construction Manager's percentage of liability for the underlying claim to the extent provided for by the subsection below.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, the Design Professional, or Others, but only to the extent caused by the negligent acts or omissions by the Owner, the Design Professional, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Construction Manager, anyone directly or indirectly employed by the Construction Manager or anyone for whose acts the Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, the Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. The Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability: **See Attached Exhibit "G"**.

11.2.2 Employers' Liability, Business Automobile Liability and CGL coverages required under subsection 11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.



11.2.3 The Construction Manager shall maintain in effect all insurance coverage required under subsection 11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to the Construction Manager from its current insurance company, insurance policies required under subsection 11.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Construction Manager shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Construction Manager, Subcontractors, Subsubcontractors, and the Design Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused; and (b) damage resulting from defective design, workmanship, or material. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Construction Manager, Subcontractors, Subsubcontractors, Material Suppliers, and the Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

11.3.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Construction Manager before the Work is commenced. The Construction Manager may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of the Construction Manager's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.



11.3.2.1 If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Construction Manager before the Work commences. The Construction Manager may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.

11.3.3 The Owner and Construction Manager waive all rights against each other and their respective employees, agents, contractors, subcontractors, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under subsection 11.3.1, except such rights as they may have to the proceeds of the insurance and such rights as the Construction Manager may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 11.3.1. To the extent of the limits of the Construction Manager's Commercial General Liability Insurance specified in subsection 11.2.1 or **Zero (0)** dollars, whichever is more, the Construction Manager shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Construction Manager until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

11.4 OWNER'S INSURANCE

11.4.1 BUSINESS INCOME INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

11.4.2 OWNER'S LIABILITY INSURANCE The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses, and expenses arising out of the Owner's acts or omissions.

11.5 ADDITIONAL LIABILITY COVERAGE

11.5.1 The Owner [] shall/ **X** shall not (indicate one) require the Construction Manager to purchase and maintain additional liability coverage, primary to the Owner's coverage under subsection 11.4.2.

11.5.2 If required by subsection 11.5.1, the additional liability coverage required of the Construction Manager shall be:



1. **N/A.** Additional Insured. The Owner shall be named as an additional insured on the Construction Manager's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on the Construction Manager's behalf, in the performance of the Construction Manager's work for the Owner at the Worksite.

2. **N/A.** OCP. The Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by the Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, the Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that the Owner has been named as an additional insured, as applicable.

11.6 ROYALTIES, PATENTS, AND COPYRIGHTS The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify, and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Design Professional.

11.7 BONDS

11.7.1 Performance and Payment Bonds

X are/ ☐ are not

required of the Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Any increase in the GMP that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the original GMP. The Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though the Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. A copy of the Construction Manager's Payment Bond for the Project, if any, shall be furnished by the Owner or the Construction Manager upon the Subcontractor's written request.

11.8 PROFESSIONAL LIABILITY INSURANCE To the extent the Construction Manager is required to procure design services in accordance with subsection 3.16, the Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent



performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Construction Manager's design professional, written for not less than N/A dollars (\$N/A) per claim and in the aggregate with the deductible not to exceed N/A dollars (\$N/A). The Construction Manager's design professional shall pay the deductible.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by the Owner. The GMP and the Dates of Substantial or Final Completion shall be equitably adjusted by Change Document for the cost and delay resulting from any such suspension.

12.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If the Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Construction Manager may be deemed in default. If the Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Construction Manager; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 12.2, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Construction Manager, and if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration



of the additional fourteen- (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner under section 12.2. If the Owner's costs arising out of the Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, the Construction Manager shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid GMP, the Owner shall pay the difference to the Construction Manager. If the Owner exercises its rights under this section, upon the request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner.

12.3.2 If the Owner or Others perform work under this section, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Construction Manager and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement, or if there has been a default and the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Agreement, or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 The Owner shall make reasonable efforts to mitigate damages arising from the Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to sections 12.2 and 12.3.

12.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Construction Manager was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 12.4.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If the Owner terminates this Agreement pursuant to this section, the Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed; and (c) a premium set forth in a schedule below: N/A.

12.4.3 If the Owner terminates this Agreement, the Construction Manager shall:

12.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with



the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders and commitments as the Owner directs; and

12.4.3.4 sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

12.5.1.3 suspension by the Owner for convenience pursuant to section 12.1.

12.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to section 4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

12.5.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with section 10.6, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by the Construction Manager in accordance with this section, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to this article, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.



ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

13.3 MITIGATION If the Parties select one of the dispute mitigation procedures below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in section 13.5. The Parties agree that the dispute mitigation procedure shall be:

N/A Project Neutral, or N/A Dispute Review Board.

13.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board ("Neutral/Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Neutral's/Board's responsibilities. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral/Board to address matters in dispute between the Parties promptly and knowledgeably. The Neutral/Board shall issue nonbinding findings within five (5) Business Days of referral of the matter to the Neutral/Board, unless good cause is shown.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in section 13.5.

13.4 MEDIATION If direct discussions pursuant to section 13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation



~~at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.~~

~~13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:~~

~~[] Arbitration using:~~

~~[] the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;~~

~~[] the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or~~

~~[] the current arbitration rules of [] and administered by [].~~

~~Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.~~

X Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.5.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

13.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

13.5.4 An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

13.6 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Construction Manager which the Construction Manager may have under lien laws.



ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third-party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. If such assignment occurs, the Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 15 CONTRACT DOCUMENTS



15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: TBD
- (b) Specifications: TBD
- (c) Addenda: TBD
- (d) Owner Provided information: TBD
- (e) Other: TBD

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner and, if directed, to its Design Professional for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Dates of Substantial or Final Completion or Contract Price or dispute mitigation and resolution.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings, shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to subsection 15.2.2 the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 3.15.4 or designated as a Contract Document in 15.1; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

OWNER: **VILLAGE OF TINLEY PARK**

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCTION MANAGER: **R. C. WEGMAN CONSTRUCTION COMPANY**

BY: _____ NAME: **Colette Rozanski** TITLE: **President**



WITNESS: _____ NAME: **Lisa Garcia** TITLE: **Project Assistant**

END OF DOCUMENT.



AMENDMENT NO. 1 TO ConsensusDocs® 500**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

**(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)**

Dated September 25, 2023.

Pursuant to Section 3.3 of the Agreement dated September 25, 2023, between the Owner, VILLAGE OF TINLEY PARK and the Contractor, R.C. WEGMAN CONSTRUCTION COMPANY, for HARMONY SQUARE DEMOLITION #1, (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is **Fifty Thousand, Four Hundred Fifty Dollars (\$50,450)**.

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A: Drawings, Specifications and Addenda, dated September 25, 2023, 1 page.

EXHIBIT B: Allowances, dated September 25, 2023, 1 page.

EXHIBIT C: Assumptions and Clarifications, dated September 25, 2023, 1 page.

EXHIBIT D: Schedule of Values, dated September 25, 2023, 1 page.

EXHIBIT E: Alternates, dated September 25, 2023, 1 page.

EXHIBIT F: Unit Prices, dated September 25, 2023, 1 page.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is no later than: **December 31, 2023**.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: within **thirty (30)** Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of September 25, 2023.



ATTEST: _____

OWNER: VILLAGE OF TINLEY PARK

BY: _____

PRINT NAME _____ PRINT TITLE _____

ATTEST: _____

CONTRACTOR: R.C. Wegman Construction Company

BY: _____

PRINT NAME Colette Rozanski PRINT TITLE President

END OF DOCUMENT.



EXHIBIT A - Drawings, Specifications and Addenda
9/25/2023

	Description	# of Pages
Drawings:	Demolition Drawing, prepared by R.C. Wegman Construction Company, dated 09/06/2023	1
Specifications:	Project Manual, prepared by R.C. Wegman Construction Company, dated 09/06/2023	49
	Asbestos Survey, prepared by Robinson Engineering, dated 08/25/2023	43
Addenda:	Addendum #1, prepared by R.C. Wegman Construction Company, dated 09/15/2023	12

EXHIBIT B - Allowances
9/25/2023

Allowance: 10% Construction Contingency	\$4,240
Allowance: Fencing	\$5,000

(100% of unused Allowance Funds are returned to Village of Tinley Park at the conclusion of the project.)

EXHIBIT C - Assumptions and Clarifications
9/25/2023

Permit Fees and Review	Permit Fees are excluded from GMP. Added scope or cost of work resulting from permit comments from Authorities Having Jurisdiction are not included in the GMP.
Winter Conditions	Winter conditions are excluded from GMP.
Undercuts and Contaminated Soils	Undercuts if bad soil is encountered and/or removal of contaminated soils is excluded from GMP.

EXHIBIT D - SCHEDULE OF VALUES
9/25/2023

BID PACKAGES	AWARDED CONTRACTOR	COST
Abatement	Anthem Excavation & Demolition	\$7,000
Demolition	Bechstein Construction	\$21,195
Site Superintendent		\$9,200
Allowance: Construction Fence		\$5,000
CONSTRUCTION COST		\$42,395
Construction Management Fee 3%		\$1,272
General Condition's Fee 4%		\$1,696
Insurance Fee 1%		\$424
Bond Fee 1%		\$424
10% Construction Contingency		\$4,240
GMP		\$50,450

EXHIBIT E - Alternates
9/25/2023

ALTERNATES

None

EXHIBIT F - Unit Prices
9/25/2023

UNIT PRICES

None

CERTIFICATE OF LIABILITY INSURANCE

8/29/2023

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

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

PRODUCER Connor & Gallagher Ins. Serv. 750 Warrenville Road, Ste. 400 Lisle IL 60532		CONTACT NAME: CGO Certificate Team PHONE (A/C, No, Ext): 630-810-9100 E-MAIL ADDRESS: certs@gocgo.com FAX (A/C, No): 630-810-0100	
INSURED R.C. Wegman Construction David Beach 750 Morton Avenue Aurora IL 60506		INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance (MAIN) INSURER B : Selective Ins. South Carolina INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 12572 19259	

COVERAGES

CERTIFICATE NUMBER: 175306356

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S2495786	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2495786	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	S2495786	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC9102556	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			S2495786	10/31/2022	10/31/2023	Lease/Rent/Unschedule Deductible 200,000 1,000

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

Project Name: Harmony Square

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

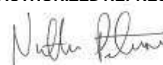
CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ElitePac[®]

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. 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;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

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.

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

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 or agreement in that "employee's" name, with your 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".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3-through-9**) for changes affecting your insurance protection.

DESCRIPTION

PAGE FOUND

Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 06 22
Page 1 of 10

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
 CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p.** **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion **a.** **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1)** "Not-for-profit members";
- (2)** "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3)** "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f.** **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A.** Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B.** Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C.** Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A.** Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a.** 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. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B.** The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph **b. Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A.** Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS**Discrimination**

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED**;
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any

professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance**, a. **Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

6. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or
- b. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this provision shall not increase the applicable limits of insurance.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sublimits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- (a) Personal property, including keys, in the care, custody or control of an insured; and
- (b) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS:**

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAPUP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance b. Excess Insurance (1)(a):**

(V) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS:**

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

WC 00 03 13
WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. **WC 9102556**

Endorsement No. _____

Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

 Authorized Representative

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

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

20000FWC 9102556132



R.C. WEGMAN
CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506

Office: +1 630 844 3000
Mobile: +1 630 336 3278
cr@rcwegman.com

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

WWW.RCWEGMAN.COM

EXHIBIT H: Fee Schedule

FORMAL FEE PROPOSAL FOR HARMONY SQUARE FOR
CONSTRUCTION MANAGEMENT as CONSTRUCTOR (CMc)

R.C. Wegman Construction has prepared the following proposed fee breakdown. We want to make sure we provide the Village of Tinley Park with the necessary construction management services for the best possible value.

Fee Proposal:

Preconstruction Services during the Design Phase **\$25,000**
Services include: Construction Team attending all Design Phase Meetings, Developing Budgets at Schematic Design and Design Development, Creation of Master Project Schedule, Value Engineering, Constructability Review, Creating Work Scopes and Front End Bid Documents, and facilitating the Bid opening.

Construction Manager Fee based upon **3%** of Construction Costs

General Condition's fee **4%** of Construction Costs

Insurance fee **1%** of Construction Costs

Bond cost **1%** of Construction Costs

The following items are **INCLUDED** in our General Conditions fee:

• Senior Consultant	• Shipping & Mailing
• Senior Estimator	• Telephone/Internet
• Project Manager	• Safety Supplies
• Project Clerical	• First Aid Equipment
• Project Controller	• General Overhead
• Blueprinting/Reproductions	• Pollution and Professional Liability Insurance

Excludes: (Items will be Billed as Reimbursables)

• Site Supervision	• Office Trailer
• Traffic Studies	• Builders Risk Insurance
• Permits & Fees	• Survey
• Utility Fees	• Material Testing
• Roadway & Sewer Fees	• Soil Borings/Soil Testing
• Dumpsters	• Winter Conditions
• Off-Site Work	• Temporary Sanitary Units



HARMONY SQUARE DEMOLITION #1

BID OPENING

1:00 PM, WEDNESDAY, SEPTEMBER 20, 2023

BIDDER'S NAME	BID BOND	ABATEMENT ONLY	DEMOLITION ONLY	ABATEMENT AND DEMOLITION COMBINED
Omega III LLC	X			\$53,500
Luse Environmental Services	X	\$12,200		
National Wrecking Company	X	\$10,900	\$51,800	\$62,200
Midwest Excavators	X	\$18,125	\$45,417	\$60,542
Green Demolition Contractors	X	\$15,500	\$34,250	\$49,750
Anthem Excavation & Demolition Inc.	X	\$7,000	\$48,000	\$55,000
Break Thru Enterprises	X	\$15,400	\$49,800	\$65,200
M & O Environmental Company	X	\$15,100		
Bechstein Construction	X		\$21,195	



Interoffice Memo

Date: September 27, 2023

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino, IT Director

Subject: Desktop Technician Professional Services

Presented for October 3, 2023 Committee of the Whole meeting discussion and action:

Description: Approve the purchase of professional services for an on-site desktop technician.

Background: While the Information Technology department is continuing to provide new and more mature services such as data analysis and enterprise application support, the day-to-day routine computer issues every employee experiences cannot be ignored. In order to ensure customer satisfaction and timely issue resolution the Information Technology department incorporates a variety of solutions to address the organizations technology demands including on-site staff augmentation with contracted individuals.

The role of desktop technician is an entry level IT position and lends itself to less experienced personnel and lessens the need for institutional knowledge for the individuals. As such, this job role can be filled by contractors without a significant loss in service quality.

In order to identify qualified vendors capable of providing proficient candidates and ensure competitive pricing the Village released an RFQ in March of 2023. From the 13 responses to this RFQ Sierra ITS was selected and subsequently provided potential candidates for the role. After interviewing the potential candidates a selection was made. The individual began working with the department in July on a probationary basis.

This request is to commit to continue to utilize Sierra IT for the desktop technician role for the remainder of the fiscal year at an estimated cost of \$56,000.00.

Budget/Finance: Funding is budgeted and available in the approved FY24 operating budget via the Other Contractual Serv GL in the IT account 01-16-000-72790

Staff Direction Request: Approve the purchase of professional services for a desktop technician from Sierra IT for the amount of \$56,000.00

Attachments:

1. RFQ IT Professional Services Desktop
2. Sierra ITS response to RFQ



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-121

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND SIERRA ITS FOR TECHNICIAN PROFESSIONAL SERVICES IN THE
AMOUNT OF \$56,000**

**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-121**A A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SIERRA ITS FOR TECHNICIAN PROFESSIONAL SERVICES IN THE AMOUNT OF \$56,000**

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 Sierra ITS, 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH SIERRA ITS FOR TECHNICIAN PROFESSIONAL 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-121, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SIERRA ITS FOR TECHNICIAN PROFESSIONAL SERVICES IN THE AMOUNT OF \$56,000,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



VILLAGE OF TINLEY PARK, ILLINOIS

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

**RFQ NUMBER: 2023-RFQ-002
INFORMATION TECHNOLOGY PROFESSIONAL
SERVICES – DESKTOP TECHNICIAN**

RESPONSE DUE DATE: MARCH 16, 2023 10:30 AM

SUBMIT TO: VILLAGE OF TINLEY PARK
ATTN: CLERKS OFFICE RFQ 2023-RFQ-002
16250 S. OAK PARK AVE.
TINLEY PARK, IL 60477

QUESTIONS & CORRESPONDENCE: clerksoffice@tinleypark.org

Contents

INTENT:.....2

QUESTIONS & CORRESPONDENCE:2

PROPOSAL SUBMITTAL:3

SCHEDULE OF EVENTS3

CURRENT SETUP:3

SCOPE OF WORK:4

SOLICITATION PROCESS & PROCEDURES:4

EXPECTED DELIVERABLES:5

PROPOSAL SELECTION:5

SPECIAL REQUIREMENTS:6

PROPOSAL SHEET:7

COMPANY PROFILE WORKSHEET:8

IT PROFESSIONAL SERVICES WORKSHEET:.....9

COMPANY REFERENCE WORKSHEET:.....10

APPENDIX A: GLOSSARY11

APPENDIX B: PROFESSIONAL SERVICES JOB DESCRIPTIONS.....12

APPENDIX C: EXAMPLE IT PROFESSIONAL SERVICES WORKSHEET13

INTENT:

The Village of Tinley Park (referred to hereafter as "the Village") is creating a "Qualified Vendor List" (QVL) for Information Technology (IT) Professional Services for the specific roles listed in the "Scope of Work" section. The QVL will be used to supplement and augment current Village staff in accordance with the provisions, specifications, and instructions provided in this document.

Firms who qualify and are placed on the QVL may be engaged by the Village without a further Request for Qualifications (RFQ) or Request for Proposal (RFP) process to provide IT professional services or staff augmentation.

When the use of the QVL is appropriate, the Director of Information Technology, or designee, will contact a firm(s) on the QVL whose service offerings closely match services needed. The firm(s) will be asked to provide specific qualifications (such as candidate resume) and price quotes for the project/request at hand in order for an appropriate decision to be made by the Village.

Qualifications and specific skills will be considered, along with cost, in determining the most responsive qualified firm in meeting the needs for an engagement with the Village. The QVL is further explained in Appendix A.

QUESTIONS & CORRESPONDENCE:

If you wish to receive any correspondence regarding this request for qualification please register by sending an email to clerksoffice@tinleypark.org and reference the name and number of this RFQ in the subject.

All questions concerning this RFQ are to be submitted no less than three (3) business days prior to the response due date via email to clerksoffice@tinleypark.org. All questions must clearly identify this RFQ by name and number in the subject, failure to format a question correspondence properly may result in no response from the Village. Answers and addendums will be provided in writing via email to all registered interested respondents in a timely manner. In order to avoid ambiguity related to definitions of words and phrases Appendix A contains a glossary of terms used within this RFQ.

Communication regarding this RFQ with the IT Department prior to the due date is explicitly forbidden and may result in nullification of respondent proposal.

PROPOSAL SUBMITTAL:

Sealed proposals must be received at the address provided below no later than 10:30 AM on March 16, 2023. Respondents must submit one (1) original proposal and two (2) additional copies in a sealed envelope clearly marked with the name of this RFQ.

As part of the company profile worksheet respondents must provide an email address which the Village will use to request an electronic version of the proposal. The electronic version must be the same as the proposal submitted in the sealed envelope (the hardcopy). The Village will request the electronic copy within five (5) business days after the RFQ due date. Failure to provide, or absence of a Village request for the electronic copy will not void hardcopy responses. If there is any discrepancy between the electronic and hardcopy the Village will use the hardcopy as the authoritative source. **The required hardcopy submission is to be delivered to:**

Village of Tinley Park
ATTN: Clerk’s Office RFQ 2023-RFQ-XXX
16250 S. Oak Park Ave.
Tinley Park, IL 60477

SCHEDULE OF EVENTS

Activity	Date/Time
RFQ issuance	3/2/2023
Question cut-off	3/13/2023 10:30 AM
RFQ deadline for submissions	3/16/2023 10:30 AM
Request for electronic copy cut-off	3/23/2023
Notification to successful respondents	3/24/2023

CURRENT SETUP:

The Village of Tinley Park consists of approximately 500 employees spanning over 10 distinct departments including Police, Fire, 911 Dispatch and Public Works. The Village has a centralized Information Technology department consisting of four (4) full time employees and one (1) part time intern.

The central IT department provides enterprise support to all employees and departments via a mixture of effort from the staff employees, staff augmentation via contractors, and professional services from managed service providers.

SCOPE OF WORK:

The Village is seeking professional services in the following roles

1. Desktop Technician

Appendix B "Professional Services Job Descriptions" describes the job functions, expectations of each professional service role and if the specific role can be performed remotely or requires an onsite presence.

SOLICITATION PROCESS & PROCEDURES:

Respondents are to complete the professional services worksheet with the organization's hourly rates. If your organization does not offer the professional service or does not offer the service at the respective tier, please leave that cell empty. The Village is seeking quotes on up to four (4) potential tiers for each service.

1. 40 hours per week with a 3 month commitment from the Village, with the option to renew at the proposed rate. Enter the rate for one (1) hour of this tier. This would be considered staff augmentation.
2. 20 hours per week with a 3 month commitment from the Village, with the option to renew at the proposed rate. Enter the rate for one (1) hour of this tier. This would be considered staff augmentation.
3. On demand hourly rate. The rate for one (1) hour of the professional service needed at the Village's discretion with no commitment for continued service. Enter the rate for one (1) hour of this tier.
4. Purchasing a block of time at a discounted rate. Enter the number of hours that must be purchased to qualify for the discounted rate and the rate for one (1) hour of this tier. For example, if normally a service is \$80/hour but if purchased upfront as a block of 200 hours the Village would qualify for a discount of \$5 you would enter 200 in the "block hours for discount" column and \$75 in the "discounted hourly rate" column.

Please enter if the quoted rate is for an onsite resource that will be physically present at the Village of Tinley Park, or a remote resource that will be connecting into the Village's network from a non-village owned facility. Fill in the "Onsite or Remote" column with the following words; "Onsite", "Remote", or "Both". Please note, certain roles cannot be fulfilled remotely, this is specified in Appendix B "Professional Services Job Descriptions".

If a resource will be onsite the Village will reimburse for travel expenses occurred per the current IRS standard mileage rates. The Village will reimburse for actual miles driven between Village owned facilities only.

The rates entered are an estimate, as explained in the Intent section, a firm will be contacted with detailed specifications of a project/engagement and the firm will be asked to provide a price quote for the request. If the Village feels the estimated rate response on the worksheet were not done in good faith (purposely significantly low) the Village may remove the firm from the QVL.

Appendix C provides a sample of a completed worksheet.

Respondents must fully complete the company profile worksheet entering their company name, address, contact person, telephone number, and email address. The respondent must complete at least two (2) of the reference sections in the company profile worksheet.

References must include the following information: Name of the organization, the type of services used by the reference, date(s) of engagement for the services, name of a contact, phone number of a contact, and email address of a contact. It is acceptable to use the Village of Tinley Park itself as a reference.

EXPECTED DELIVERABLES:

Proposals must include the following clearly marked sections:

1. Proposal Sheet
2. Company Profile Worksheet
3. IT Professional Services Worksheet
4. Company Reference Worksheet

Do not include or attach additional materials, including but not limited to brochures, flyers, company background/history, or other marketing materials. Any additional provided information other than the three items listed above will NOT be considered, and will be promptly discarded.

PROPOSAL SELECTION:

Each properly submitted response (those received before due date and in accordance to requirements outlined within) to the RFQ will be reviewed and evaluated by an evaluation panel consisting of IT and various other disciplines within the Village. Responses will be

judged with a “pass” or “fail” score according to the three (3) criteria listed below. A fail score on any one (1) of the three (3) criteria will be sufficient to eliminate the respondent from inclusion in the QVL.

1. Complete response – The response is completed in accordance to the requirements listed throughout this RFQ, specifically the sections solicitation process & procedures and expected deliverables.
2. Qualifications – The extent to which the respondent has adequate personnel or resources to perform the services and roles completed in the professional services worksheet.
3. Professional competence – The extent to which the respondent has demonstrated capability and competence in performing the work completed in the professional services worksheet. Corporate stability, appropriate supporting staff, and former client satisfaction are some elements taken into consideration.

The Village will validate respondent claims by any means it deems necessary. Validation may include but is not limited to, review of information supplied in the response, feedback from provided references in company profile worksheet, respondent presentations, previous Village experience with respondent, or feedback from former or current clients.

SPECIAL REQUIREMENTS:

The following special requirements are necessary for a complete proposal specification. Unless noted otherwise, all special requirements are to be included in the price for each section bid on.

Delivery: The successful respondent will coordinate delivery with the Village’s Information Technology department. The equipment will be delivered FOB destination to the Village Hall Building, 16250 S. Oak Park Ave., IL 60477, as directed by the Village Information Technology department.

Invoicing: The vendor shall invoice the Village for the total units delivered. Invoices shall include the purchase order number. Payment shall be made following Village approval of the invoice.

Additions or Removals: The Village has the right to add or remove quantity from this bid. Respondents are advised that although the Village does plan to purchase the full stated amount this is not a promise to purchase. The Village retains the right to increase or decrease the actual quantity purchased based on the fiscal year budget.

PROPOSAL SHEET:

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: _____

RFQ IT Professional Services			
Item #	Item Description	Quantity	Price
1	Desktop Technician	N/A	Enter into Worksheet

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.

COMPANY PROFILE WORKSHEET:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Name (Printed): _____

Signature: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

IT PROFESSIONAL SERVICES WORKSHEET:

Organization Name:					Date:	
Position or Service	Full time 40 hours\week	Part Time 20 hours\week	On demand hourly rate	Block hours for discount	Discounted hourly rate	Onsite or Remote
Desktop Technician				N/A	N/A	Onsite

COMPANY REFERENCE WORKSHEET:

Reference 1

Name of Organization: _____

Service(s) Provided: _____

Date(s) of Engagement: _____

Name of Contact _____

Phone Number: _____

Email Address: _____

Reference 2

Name of Organization: _____

Service(s) Provided: _____

Date(s) of Engagement: _____

Name of Contact _____

Phone Number: _____

Email Address: _____

Reference 3

Name of Organization: _____

Service(s) Provided: _____

Date(s) of Engagement: _____

Name of Contact _____

Phone Number: _____

Email Address: _____

APPENDIX A: GLOSSARY

Electronic version – A copy of the proposal in common office format (docx, pdf, odt, etc...). The Village will reach out to the respondent via email and ask for this copy to be sent back to the village via email. For security reasons, the Village will not accept electronic copies on physical media. Respondents cannot submit an electronic version as their proposal, the Village will only accept a hardcopy proposal, no exceptions. Questions inquiring if the Village will accept proposals electronically will not warrant a response.

Fiscal Year– The Village's fiscal year begins on 5/1 and ends on 4/30

Hardcopy – A physical, tangible submission printed on paper. This is a requirement for the proposal.

Qualified vendor list (QVL) – A list of qualified vendors to provide IT professional services or staff augmentation. The qualified vendor list may be used by the IT department in cases where a relatively minor engagement of services is needed, a quick selection of a firm is needed, the scope of work is not sufficiently defined to permit an RFP process, a type of service is routinely used, or other such reasons. The Village, however, reserves the right to waive use of the QVL on any IT project where, in the Village's judgment, competitive bids through an RFP process or other forms of solicitations may be more appropriate, such as in major or complex procurement of services. The Village will solicit via an RFQ for firms to qualify for the QVL on a periodic basis as determined by Village staff.

Respondent - The vendor participating in the RFP process.

Staff augmentation – A scenario where a single, individual person is identified through a selective process and this individual is assigned a regular schedule where they are dedicated exclusively to the Village. The individual is not an employee of the Village. The individual will be subject to a background check. No positions (unless explicitly stated otherwise) are contract to hire and are by nature temporary.

APPENDIX B: PROFESSIONAL SERVICES JOB DESCRIPTIONS**Desktop Technician – Onsite presence required**

Candidates for the desktop technician position should have extensive experience with PC hardware, software applications, operating systems and network connectivity. They must be customer service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Minimum three years of experience installing and supporting PC and laptop hardware and software. Professional certifications from entities such as HDI (Desktop Support Technician), CompTIA (A+) or Microsoft (Microsoft Certified IT Professional) are required.

Typical duties include:

- Maintaining an inventory of installed software, managing software licensing, and creating policies/procedures for upgrades
- Working with hardware and software vendors to verify timely product delivery and ensuring that new equipment is installed and ready to operate on schedule
- Analyzing and making recommendations for hardware and software standardization
- Installing, configuring and maintaining desktop and laptop PCs and peripherals
- Installing and configuring application and operating system software and upgrades
- Troubleshooting and repairing hardware and network connectivity issues
- Removing old equipment and performing data migration to new machines
- Familiarity with modern smart phone technology and usage

APPENDIX C: EXAMPLE IT PROFESSIONAL SERVICES WORKSHEET

Organization Name:		Digital Airlines			Date:	12/25/2023
Position or Service	Full time 40 hours\week	Part Time 20 hours\week	On demand hourly rate	Block hours for discount	Discounted hourly rate	Onsite or Remote
Desktop Technician	\$41	45		N/A	N/A	Onsite

COMPANY PROFILE WORKSHEET:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Name (Printed): _____

Signature: Richard O. Doran

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

IT PROFESSIONAL SERVICES WORKSHEET:

Organization Name:					Date:	
Position or Service	Full time 40 hours\week	Part Time 20 hours\week	On demand hourly rate	Block hours for discount	Discounted hourly rate	Onsite or Remote
Desktop Technician				N/A	N/A	Onsite

COMPANY REFERENCE WORKSHEET:

Reference 1

Name of Organization:

Service(s) Provided:

Date(s) of Engagement:

Name of Contact

Phone Number:

Email Address:

Reference 2

Name of Organization:

Service(s) Provided:

Date(s) of Engagement:

Name of Contact

Phone Number:

Email Address:

Reference 3

Name of Organization:

Service(s) Provided:

Date(s) of Engagement:

Name of Contact

Phone Number:

Email Address:



Interoffice

Memo

Date: September 27, 2023

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

From: John Urbanski, Public Works Director
Larry Rafferty, Police Deputy Chief

Subject: Fixed Automated License Plate Reader (ALPR) Phase 4 Installation

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

Description:

In 2019 the Village released and awarded the program of the Fixed Automated License Plate Reader (ALPR) RFP to Minuteman Security Technologies. These contracts have since installed cameras at nine (9) locations at what was designated as the initial phases of implementation.

Subsequently, additional sites have been identified by the Police Department as beneficial to the usefulness of the system for their operations. As the previous phases have proven positive results with percentage of reads and the ability for the Police Department to utilize in investigations, the request to proceed to Phase 4 is being presented.

The scope of the Phase 4 includes:

160th & 80th Ave.:

- Installation of (4) LPR cameras and communication equipment for two lanes of each north and southbound traffic.

160th & 84th Ave.:

- Installation of (3) LPR cameras and communication equipment for two lanes of northbound and one lane of southbound traffic.

Mary Drew Pkwy. & 80th Ave.:

- Installation of (2) LPR cameras and communication equipment for north and southbound traffic.

After reviewing the initial quote for this phase that was presented in an individual installation basis, Minuteman Security Technologies offered a savings by installing as a combined project. With this adjusted cost savings, the Public Works and Police Departments are recommending to proceed with the installation of the Phase 4 LPR cameras as a combined intersection project.

Budget/Finance:

Funds are budgeted and available in Capital Fund

Budget Amount for Phase 4 & 5:	\$ 270,000.00
Phase 4 recommended contract	\$ 79,420.58
Difference – UNDER BUDGET -	\$ 190,579.42

Staff Direction Request:

1. Approve the recommended Phase 4 installation contract with Minuteman Security Technologies, Tinley Park, IL for the ALPR installation and maintenance services at a cost of \$79,420.58.
2. Direct staff as necessary.

Attachments:

1. Minuteman Security Technologies Proposal.
2. Contract.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-123

**A RESOLUTION APPROVING A CONTRACT WITH MINUTEMAN SECURITY
TECHNOLOGIES FOR THE AUTOMATED LICENSE PLATE READER (ALPR) PROJECT,
PHASE 4**

**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**

RESOLUTION NO. NO. 2023-R-123**A RESOLUTION APPROVING A CONTRACT WITH MINUTEMAN SECURITY TECHNOLOGIES FOR THE AUTOMATED LICENSE PLATE READER (ALPR) PROJECT, PHASE 4**

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 Minuteman Security Technologies, 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**, subject to review and revision as to form by the Village Attorney.

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

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

ADOPTED this 1st day of February, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 1st day of February, 2022, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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. NO. 2023-R-123 “A RESOLUTION APPROVING A CONTRACT WITH MINUTEMAN SECURITY TECHNOLOGIES FOR THE AUTOMATED LICENSE PLATE READER (ALPR) PROJECT, PHASE 4” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the “Village”), and **Minuteman Security Technologies** (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 **Seventy Nine Thousand Four Hundred Twenty and 58/100 Dollars (\$79,420.58)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor

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

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

The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

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.

Minuteman Security Technologies

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.

Minuteman Security Technologies

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.

Minuteman Security Technologies

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.

Minuteman Security Technologies

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)

Minuteman Security Technologies

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.

Minuteman Security Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

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

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

Minuteman Security Technologies

Name of Contractor (please print)

Submitted by (signature)

Title

Minuteman Security Technologies

BY: _____ Date _____
Printed Name: _____
Title: _____

VILLAGE OF TINLEY PARK

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

ATTEST:

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

VILLAGE OF TINLEY PARK

BY: _____ Date _____
Village Manager

SCOPE OF SERVICES

Attached Scope of work for Fixed Automated License Plate Reader (ALPR) Technology System as detailed in:

- **Minuteman Security Technologies Proposal #016583 dated September 19, 2023**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



We have prepared a quote for you

Phase IV LPR Camera Adds

Quote # 016583
Version 3

Prepared for:

Village of Tinley Park

Stan Tencza
stencza@tinleypark.org

8200 W. 185th St
Tinley Park , IL 60487
<https://www.minutemanst.com>
331-3013302



Tuesday, September 19, 2023

Village of Tinley Park
Stan Tencza
16250 Oak Park Ave
Tinley Park, IL 60477-1600
stencza@tinleypark.org

Dear Stan,

I wanted to take a moment to send you over the quote I put together for your review.

Please take a look and let me know if you have any questions or would like to see any adjustments made.

I'm available any time via phone or email to answer questions or address concerns.

As always, thank you for trusting Minuteman Security with your life-safety and security needs.

Shawn O'Connell

Shawn O'Connell
Executive Account Manager
Illinois

8200 W. 185th St
Tinley Park , IL 60487
<https://www.minutemanst.com>
331-3013302



Scope of Work

Scope:

Minuteman Security Technologies to provide and install (9) Genetec LPR cameras at the following locations:

160th St & 80th Ave. - 4 Cameras

- 2 Genetec LPR cameras will be mounted on a Village owned street light pole with 24/7 power located on the NW corner of 80th Ave & 160th St. These two cameras will capture two lanes of Southbound traffic
- 2 Genetec LPR cameras will be mounted on a Village owned street light pole with 24/7 power located on the SE corner of 80th Ave & 160th St. These two cameras will capture two lanes of Northbound traffic
- Both poles will get a radio to transmit all LPR data wirelessly back to the Water Tower. Line of site has been confirmed.
- From the water tower all LPR data will be transmitted to the PD via fiber.

160th St & 84th Ave. - 3 Cameras

- 3 Genetec LPR cameras will be installed on a Village Owned Street Light Pole that has 24/7 power. One camera will capture one lane of Southbound traffic and two cameras will capture 2 lanes of Northbound traffic.
- This pole will get a radio to transmit all LPR data wirelessly back to the Water Tower. Line of site has been confirmed
- From the water tower all LPR data will be transmitted to the PD via fiber.

Merry Drew Parkway & 80th Ave. - 2 Cameras

- 2 Cameras will be installed on a Village owned street light pole that has 24/7 power. One camera will capture one lane of Northbound traffic while the second camera will capture one lane of Southbound traffic.
- This pole will get a radio to transmit all LPR data wirelessly back to the Water Tower. Line of site has been confirmed.
- From the water tower all LPR data will be transmitted to the PD via fiber.

NOTE - I have also provided the option for the Village of Tinley Park to purchase (2) Mobile Law Systems. In car laptops are NOT included at this time. If the Village of Tinley Park would like Minuteman to provide the required in car laptops we can add these devices and update this proposal upon request.

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Scope of Work

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

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Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Vigilant Annual Camera License Fee, non-Vigilant camera	\$225.00	\$225.00	9	\$2,025.00	\$2,025.00
Genetec Advantage for 1 AutoVu fixed camera connec	\$0.00	\$192.00	9	\$0.00	\$1,728.00

Recurring Subtotal: \$2,025.00

Subtotal: \$3,753.00

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
Cameras will be sent to existing on-prem server located at the Village of Tinley Park Police Department.			
Field Devices			
White AutoVu SharpV Camera Kit	\$5,108.53	9	\$45,976.77
ARM, 12' CLAMP-ON, 2" STEEL PIPE, POLE SIZE 8" - 10"	\$1,423.08	2	\$2,846.16
CAM ePMP Force 300-25 5GHz, FCC, US cord	\$250.00	3	\$750.00
ePMP 5 GHz Force 300-16 Radio (FCC) (w/US cord)	\$267.18	2	\$534.36
Tapered Leg Pipe-to-Pipe Adapter kit 1.5-3.5" to 8-16"	\$469.65	2	\$939.30
Cam Gigabit Surge Suppressor (30V)	\$52.34	5	\$261.70
Antenna Strap Mounting Assembly-ALM	\$135.89	5	\$679.45
IPCam Pwr Box, 4x bt w/SM Uplink	\$1,228.15	4	\$4,912.60
Misc Security Installation Materials	\$500.00	1	\$500.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	3	\$900.00
Shipping & Handling	\$588.24	1	\$588.24

Subtotal: \$58,888.58

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$9,664.00	1	\$9,664.00
Programming Services	\$4,160.00	1	\$4,160.00
Project Management Services	\$930.00	1	\$930.00
Subtotal:			\$14,754.00

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Phase IV LPR Camera Adds



Prepared by:

Illinois

Shawn O'Connell
 3314549656
soconnell@minutemanst.com

Prepared for:

Village of Tinley Park

16250 Oak Park Ave
 Tinley Park, IL 60477-1600
 Stan Tencza
 708-444-5381
stencza@tinleypark.org

Quote Information:

Quote #: 016583

Version: 3

Delivery Date: 09/19/2023

Expiration Date: 10/31/2023

Quote Summary

Description	Amount
Recurring Services	\$3,753.00
Materials	\$58,888.58
Labor	\$14,754.00
Total: \$77,395.58	

Recurring Expenses Summary

Description	Amount
Recurring Services	\$2,025.00
Recurring Total: \$2,025.00	

Payment Terms: Net 30 Days

Illinois

Signature: Shawn O'Connell

Name: Shawn O'Connell

Title: Executive Account Manager

Date: 09/19/2023

Village of Tinley Park

Signature: _____

Name: Stan Tencza

Date: _____

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▶ Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

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▶ Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

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Tinley Park , IL 60487
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Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
92523	9/25/2023	004640 HEALTHCARE SERVICE CORPORATION	100123		AUG/SEPT MEDICAL BENEFITS BIL	
				VTP-020225	01-14-000-72430	462,378.45
				VTP-020225	01-14-000-72435	87,272.31
					Total :	549,650.76
203928	9/22/2023	013702 A T & T	8794512802		ACCT#8310011782085 VILL OF TP L	
					01-11-000-72120	149.17
					01-12-000-72120	149.17
					01-14-000-72120	149.17
					01-15-000-72120	149.17
					01-16-000-72120	149.17
					01-17-205-72120	149.17
					01-19-000-72120	149.17
					01-21-000-72120	149.17
					01-26-023-72120	149.17
					01-26-024-72120	149.17
					01-26-025-72120	149.17
					01-33-000-72120	149.17
					01-35-000-72120	149.17
					01-42-000-72120	149.17
					60-00-000-72120	95.41
					63-00-000-72120	10.53
					64-00-000-72120	45.41
					Total :	2,239.73
203929	9/22/2023	012659 ADVANCE AUTO PARTS	6717326246362		SPARK PLUG - SML ENG 1.2 - 1 YR	
					60-00-000-72530	2.35
					63-00-000-72530	0.78
					64-00-000-72530	1.35
					Total :	4.48
203930	9/22/2023	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280	
					01-26-024-72510	154.82
			3013134259		ACCT#3013134259 UTIL#462305511	
					01-26-024-72510	10,684.31
					08-00-000-72510	205.20

Page: 1

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203930	9/22/2023	019563 AEP ENERGY INC	(Continued) 3013134260		ACCT#3013134260 UTIL#677116304 01-26-024-72510	200.00
					Total :	11,244.33
203931	9/22/2023	002628 AMERICAN WATER	4000266909		SEPTEMBER '23 FLAT MONTHLY FE 64-00-000-73225	455.67
					Total :	455.67
203932	9/22/2023	002470 AMPEST EXTERMINATION LLC	7106		REMOVAL OF HORNET NEST FROM 01-26-023-72790	195.00
			7242		REMOVAL OF HORNETS NEST FRC 01-26-023-72790	195.00
			7243		REMOVAL OF HORNETS NEST FRC 01-26-023-72790	195.00
			7244		REMOVAL OF HORNETS NEST FRC 01-26-025-72790	195.00
					Total :	780.00
203933	9/22/2023	010026 ANDERSON PUMP SERVICE	082123-26		SERVICE 8/23/23, CONSUMABLE, F 01-26-025-72520	246.50
					Total :	246.50
203934	9/22/2023	016864 ANTHEM BLUE CROSS BLUE SHIELD	000299671145	VTP-019959	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	1,106.10
					Total :	1,106.10
203935	9/22/2023	014936 AQUAMIST PLUMBING & LAWN	125236	VTP-020173	IRRIGATION, INSPECTIONS, REPAI 01-26-025-72790	935.74
			125242	VTP-019981	IRRIGATION - MID SEASON INSPE 01-26-023-72790	511.76
			125262	VTP-020173	IRRIGATION, INSPECTIONS, REPAI 01-26-025-72790	926.08
			125294		MID SEASON INSPECTION - OP TR 01-26-025-72790	476.91
			125300		MID SEASON INSPECTION - OP TR 01-26-025-72790	447.58

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203935	9/22/2023	014936 AQUAMIST PLUMBING & LAWN	(Continued) 128268	VTP-020173	IRRIGATION, INSPECTIONS, REPAI 01-26-025-72790	2,350.40
					Total :	5,648.47
203936	9/22/2023	019318 ARDAGH, PAMELA	091423		REIM: IL LEAP CONFERENCE 9/14 01-17-205-72170	154.06
					Total :	154.06
203937	9/22/2023	020262 BAECORE GROUP INC	159-09	VTP-019663	ERP SELECTION CONSULTANT 30-00-000-74167	8,703.75
					Total :	8,703.75
203938	9/22/2023	018463 BANGING GAVEL PROPERTIES LLC	092023		TIF REIMBURSEMENT EXP 2017-0- 27-00-000-75001	450,000.00
					Total :	450,000.00
203939	9/22/2023	012511 BEST BUY BUSINESS ADVANTAGE	7137740		****5339 CAT 6 NETWORK CABLES 01-16-000-74128	75.93
			7137781		****5339 25FT CAT6 NETWORK CAE 01-16-000-74128	24.99
			7200976		****5339 2PK 8 OZ DUSTER 01-16-000-74128	14.99
			7275326		****5339 HP 951 AND HP 950 INK 01-16-000-74128	126.98
					Total :	242.89
203940	9/22/2023	020280 BETTENHAUSEN & ASSOCIATES LLC	072923	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	2,062.50
			080523	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	1,875.00
			081223	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	2,062.50
			081923	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	3,187.50
			090223	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	2,700.00

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203940	9/22/2023	020280 BETTENHAUSEN & ASSOCIATES LLC	(Continued) 090923	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	2,925.00
			091623	VTP-020213	FINANCIAL AND ADMIN PROF SVC 01-15-000-72790	3,637.50
Total :						18,450.00
203941	9/22/2023	015212 BETTENHAUSEN AUTOMOTIVE	DOCS719721		CUT AND PROGRAM 3RD KEY - NE 01-17-205-72540	299.93
			DOCS719722		CUT AND PROGRAM 3RD KEY - NE 01-17-205-72540	299.93
Total :						599.86
203942	9/22/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230088		SEMI TRUCK TIME FOR REMOVAL 01-26-023-72890	318.75
					60-00-000-73681	468.56
					63-00-000-73681	52.06
					64-00-000-73681	223.13
			230089		SEMI TRUCK FOR HAULING BRUSH 01-26-023-72890	300.00
					60-00-000-73681	441.00
					63-00-000-73681	49.00
					64-00-000-73681	210.00
			230090		SEMI TRUCK TIME FOR HAULING S 01-26-023-72890	262.50
					60-00-000-73681	385.88
					63-00-000-73681	42.88
					64-00-000-73681	183.74
Total :						2,937.50
203943	9/22/2023	002923 BLACK DIRT INC.	5609		UNIVERSITY PARK DIRT FIELD - TI 60-00-000-73680	378.00
					63-00-000-73680	42.00
					64-00-000-73680	180.00
Total :						600.00
203944	9/22/2023	003304 CARLIN-MORAN LANDSCAPE INC	6632		LANDSCAPE SVC 17017 OPA, 1702	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203944	9/22/2023	003304 CARLIN-MORAN LANDSCAPE INC	(Continued)			
			6635		01-33-300-72744 GRASS CUT, WEED WHACK @746	4,700.00
					01-33-300-72744	2,800.00
					Total :	7,500.00
203945	9/22/2023	003304 CARLIN-MORAN LANDSCAPE INC	Ref001440944		UB REFUND CST #00477245, HYDR	
					60-00-000-20599	600.00
					Total :	600.00
203946	9/22/2023	003396 CASE LOTS INC	19993	VTP-020273	JANITORIAL SUPPLIES	
					01-26-025-73580	1,266.05
					Total :	1,266.05
203947	9/22/2023	003243 CDW GOVERNMENT INC	LB37648		APC SMART-UPS 1KCA LI-ION 2U 1	
			LD32574		01-16-000-74128	1,402.47
			LD70986		TRIPP 10M DUPLEX SMF LC/LC FIE	
					01-16-000-74128	25.43
			LJ40818		LENOVO LAPTOPS	
			LJ63652		01-16-000-74128	6,108.80
			LJ70569		LVO X1C11 I7-1365U 512/32 W11P	
					01-16-000-74128	1,936.94
					TRIPP 1M FIB 62.5125 LC/ST MM O	
					01-16-000-74128	50.80
					BLACK BOX FIBER 1 M MM 62.5 ST	
					01-16-000-74128	36.68
					Total :	9,561.12
203948	9/22/2023	014026 CHANDLER SERVICES CORPORATION	29578		PIERCE VELOCITY REPAIR T46	
					01-19-000-72540	2,624.75
					Total :	2,624.75
203949	9/22/2023	015199 CHICAGO PARTS & SOUND LLC	3-0057651		TPMS SENSOR ASSY - POLICE #45	
			3-0057655		01-17-205-72540	32.69
			3CR0006474		MOTOR OIL - EMA #14M	
					01-21-000-72540	89.32
					PAD SET RR BRK ORG INV 3-00567	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203949	9/22/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)		01-19-000-72540	-29.34
					Total :	92.67
203950	9/22/2023	017349 CHICAGO STREET CCDD, LLC	24948		DUMP FEE 9/7/23 01-26-023-72890	160.00
					Total :	160.00
203951	9/22/2023	018325 CHICAGO TRIBUNE COMPANY LLC	075215298000		CLASSIFIED LISTINGS 6/1-6/30/23 , 01-33-310-72330	363.01
					60-00-000-72330	336.01
					01-26-023-72330	129.00
			078594301000		CLASSIFIED LISTINGS 8/1-8/31/23 , 01-14-000-72330	69.00
					01-33-310-72330	247.50
					01-26-023-72330	172.50
					Total :	1,317.02
203952	9/22/2023	018325 CHICAGO TRIBUNE COMPANY LLC	166164234		ACCT#166164234 CHICAGO RIBUN 01-14-000-72720	114.99
			197792300		ACCT#197792300 SOUTHTOWN PF 01-17-205-72720	95.91
					Total :	210.90
203953	9/22/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	186095		01.R160373.00002 INTERIM VIL EN 64-00-000-72840	1,275.00
			186096		01.R160373.00008 POST 5 LIFT STA 61-00-000-72840	3,401.00
			186097		01.R160373.00024 WATER MODEL I 60-00-000-75813	291.20
					63-00-000-75813	291.20
					64-00-000-75813	249.60
			186098	VTP-019744	01.R160373.00028 80TH AVE FLASH 30-00-000-73830	98.50
			186099		01.R160373.00030 WESTERN PRES 26-00-000-75708	3,561.00
			186101		01.R160373.00035 HYDRAULIC MOI	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203953	9/22/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued)			
			186102		01-14-000-72790	9,523.00
				VTP-020110	01.R160373.00036 POST 13 LIFT S1	
			186103		61-00-000-75320	1,054.00
				VTP-019910	01.R160373.0009B HARMONY SQ C	
			186104		27-00-000-72840	6,777.00
					01.R160373.C0029 LAGRANGE RD	
			186105		26-00-000-75708	14,001.50
				VTP-020122	01.R160373.D033B 179TH ST WATE	
					62-00-000-75705	513.51
					Total :	41,036.51
203954	9/22/2023	020527 CITY ESCAPE GARDEN & DESIGN	12290		MOWING - AUGUST 2023 - PAYMEN	
				VTP-019983	01-26-023-72881	39,702.32
			12291		LANDSCAPE PLANTERS - AUGUST	
				VTP-020019	01-26-023-72881	8,399.65
					Total :	48,101.97
203955	9/22/2023	021052 COLEMAN, MICHAEL	091423		REIM: ANNUAL INTERNATIONAL C	
					01-33-300-72720	100.00
					Total :	100.00
203956	9/22/2023	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 7980 183	
					01-26-025-72517	72.65
					Total :	72.65
203957	9/22/2023	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR 181	
					01-26-025-72510	2,628.58
			0385440022		ACCT#0385440022 SS BROOKSIE (
					64-00-000-72510	496.45
			0421064066		ACCT#0421064066 LAPORTE RD &	
					64-00-000-72510	87.42
			0471006425		ACCT#0471006425 19948 SILVERSI	
					01-26-024-72510	60.51
			0637059039		ACCT#0637059039 7950 W TIMBER	
					64-00-000-72510	104.27
			1222198139		ACCT#1222198139 17313 OAK PAR	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203957	9/22/2023	013878	COMED - COMMONWEALTH EDISON	(Continued)		
					30-00-000-75905	27.48
			2922039023		ACCT#2922039023 9342 PARKWOC	
					01-26-024-72510	20.79
			4943163008		ACCT#4943163008 7650 TIMBER DI	
					70-00-000-72510	21.96
			5437131000		ACCT#5437131000 7980 W 183RD S	
					01-26-025-72510	251.64
			5983017013		ACCT#5983017013 19112 S 80TH A	
					63-00-000-72510	68.59
					Total :	3,767.69
203958	9/22/2023	018311	CONNECTION			
			74348291		20W USB-C POWER ADAPTER AND	
					01-16-000-74128	283.85
			74353600		XCVR 1000BASE-LX SFP FOR ARUI	
					01-16-000-74128	64.44
			74397739		20W USBC POWER ADAPTER,2.0 E	
					01-16-000-74128	88.28
			74411212		4PORT USB C HUB,USB TYPE C TC	
					01-16-000-74128	40.96
			74433856		EVOLVE 30 II MS MONO	
					01-16-000-74128	56.09
			74530015		FLASH DRIVES	
				VTP-020270	01-17-225-73600	99.78
			74534504		FLASH DRIVES	
				VTP-020270	01-17-225-73600	947.50
					Total :	1,580.90
203959	9/22/2023	019795	CONNEY SAFETY PRODUCTS, LLC	06205394	VEST DS CLS MESH TWO TONE 4X	
					60-00-000-73845	84.13
					63-00-000-73845	9.35
					64-00-000-73845	40.06
					01-26-023-73845	133.54
					01-26-024-73845	66.76
					Total :	333.84
203960	9/22/2023	021024	COOK COUNTY EMERGENCY	R23-0906-02	ALL BAND CONSOLETTTE RADIOS F	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203960	9/22/2023	021024 COOK COUNTY EMERGENCY	(Continued)	VTP-020276	30-00-000-74150	43,784.28
Total :						43,784.28
203961	9/22/2023	003635 CROSSMARK PRINTING, INC	92398		DISTRUBED METAL MAX PLAQUE, 01-35-100-73870	190.00
			92407		BUSINESS CARDS FOR LISA BECK 01-33-000-73110	41.95
			92419		MAPS - PLASTIC - 2 SIDED 01-17-205-72310	481.25
			92432		BUSINESS CARDS - BILL GOMOLK. 60-00-000-72310	44.80
					64-00-000-72310	19.20
					60-00-000-72310	5.53
					64-00-000-72310	2.37
			92469		BUSINESS CARDS FOR COLBY ZEI 63-00-000-72310	2.12
					64-00-000-72310	5.70
					01-26-023-72310	19.00
					60-00-000-72310	1.25
					63-00-000-72310	0.24
					64-00-000-72310	0.64
					01-26-023-72310	2.12
					60-00-000-72310	11.18
			92496		POLICE BUSINESS CARDS -HENE 01-17-205-72310	209.75
Total :						1,037.10
203962	9/22/2023	020338 DACRA TECH LLC	DT2023-07-82		E-TICKETING SUBSCRIPTION FY24 01-16-000-72655	2,090.00
Total :						2,090.00
203963	9/22/2023	012413 DURBIN'S OF TINLEY INC	091823		FOOD VOUCHERS REIMBURSE ML 01-35-000-72923	96.00
Total :						96.00
203964	9/22/2023	004009 EAGLE UNIFORM CO INC	INV-16849		UNIFORM - DEADAM	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203964	9/22/2023	004009 EAGLE UNIFORM CO INC	(Continued)		01-19-000-73610	216.00
			INV-16926		UNIFORM - L.PRUGER	
					01-19-000-73610	225.00
					Total :	441.00
203965	9/22/2023	004033 EFFECTIVE SIGNS	091323		REFUND FOR ELECTRICAL LICENS	
					01-14-000-79010	50.00
					Total :	50.00
203966	9/22/2023	017167 ELECTRICAL RESOURCE MNGMNT	2782		BALLAST - STREET LIGHT MATERIA	
					01-26-025-72520	198.00
					Total :	198.00
203967	9/22/2023	004098 ESRI	94528450	VTP-020167	GIS VIEWER LICENSES FOR NEW	
					01-16-000-72652	1,080.00
					Total :	1,080.00
203968	9/22/2023	004019 EVON'S TROPHIES & AWARDS	083023		PLAQUE - AIR - FOR TENCZA	
			090623		01-17-205-72974	233.40
					POSTER WINNER RIBBONS FOR F	
					01-19-020-73605	291.40
					Total :	524.80
203969	9/22/2023	010437 FBI - LEEDA	200092328		CLI - OSWEGO, IL 10/2023 K. SULL	
					01-17-205-72140	795.00
					Total :	795.00
203970	9/22/2023	011132 FORCE ENTERPRISES	059022		VILLAGE ENVELOPES #10 - 24# WI	
					01-14-000-72310	168.28
					Total :	168.28
203971	9/22/2023	021165 FORNINO III, JOHN	091623		FARMER'S MARKET MUSICIAN 9/16	
					01-35-000-72923	200.00
					Total :	200.00
203972	9/22/2023	020274 FRAME TECH 1 LLC	39504		POLICE - UNIT #29A REPAIR	
					01-17-205-72540	75.00

vwlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
203972	9/22/2023	020274 020274 FRAME TECH 1 LLC	(Continued)		Total :	75.00
203973	9/22/2023	013540 FRIAS, ROBERTO	091123		REIM: PTI ARREST & COMBAT TAC 01-17-220-72140	660.50
					Total :	660.50
203974	9/22/2023	002877 G. W. BERKHEIMER CO., INC.	7462079		KEY PLEAT MERV8 AIR FILTERS 01-26-025-72520	52.29
					Total :	52.29
203975	9/22/2023	004493 GORDON FOOD SERVICE INC.	768201542		HOT DOGS,CONDIMENTS, SPLEN 60-00-000-73115 63-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115 01-14-000-72974	4.96 4.96 4.25 14.18 7.09 139.22
					Total :	174.66
203976	9/22/2023	004438 GRAINGER	9835194763	VTP-020291	REPLACEMENT GENERATOR ON E 01-19-000-72540 01-19-000-73870 01-19-000-72540	1,220.04 51.15 148.46
			9838100601		RET COFFEE MAKER ORG INV 983 01-19-000-73870	-42.31
					Total :	1,377.34
203977	9/22/2023	020613 GRANICUS LLC	169075	VTP-020293	FOIA SOFTWARE RENEWAL 01-16-000-72655	16,430.17
					Total :	16,430.17
203978	9/22/2023	000863 GRAPHIC SCREEN PRINTING	19291		RED IMPRINT LTC - NAVY AND REC 01-19-000-73610	175.25
					Total :	175.25
203979	9/22/2023	018696 HENRY'S HOUSE OF DECORATED	1314	VTP-020264	UNIFORM PULLOVER 01-19-000-73610	1,890.00
			1467		WINDSHIRT PULLOVER-HOOGERV	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203979	9/22/2023	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
			1471	VTP-020264	01-19-000-73610 UNIFORM PULLOVER- LORENDO,E 01-19-020-73610	100.00 314.00
					Total :	2,304.00
203980	9/22/2023	012328 HOMER INDUSTRIES	S202980		DROP CHARGE - BRUSH/CHIPS 9/	
					01-26-023-72890	150.00
					Total :	150.00
203981	9/22/2023	001487 HOMEWOOD DISPOSAL SERVICE	8495453		30YD EXCHANGE-HAUL, DUMP CH	
					01-26-023-72890	437.00
					Total :	437.00
203982	9/22/2023	005160 ILLINOIS STATE POLICE	20230804004		CC4004 TINLEY FINGERPRINT VILL	
					01-14-000-72848	162.75
					Total :	162.75
203983	9/22/2023	005379 KLEIN, THORPE & JENKINS, LTD	236303		PROPERTY MATTERS ID# 0114-179	
					01-14-000-72850	45.00
					Total :	45.00
203984	9/22/2023	005222 LEE JENSEN SALES CO., INC.	0023732-00		LOCATOR - MAGNATRAK MT101, B	
					01-26-023-72530	187.50
					Total :	187.50
203985	9/22/2023	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20230831		AUGUST 2023 MINIMUM COMMITM	
					01-17-225-72852	150.00
					Total :	150.00
203986	9/22/2023	003440 M. COOPER WINSUPPLY CO.	15686801		4-WAY HYDRANT KEY, CHROME L	
					01-26-025-72520	95.80
					Total :	95.80
203987	9/22/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-731045		FORD CORE - BATTERY DEFECT -	
			40-731964		01-17-205-72540	-155.00
					BXT65850 BATTERY - STREET #14	
					01-26-023-72540	139.00

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203987	9/22/2023	013969 MAP AUTOMOTIVE OF CHICAGO	(Continued) 40-731965		BXT65850 BATTERY - ELECT #30 01-26-023-72540	278.00
			40-731966		BXT65750 BATTERY - POLICE #101 01-17-205-72540	139.00
Total :						401.00
203988	9/22/2023	020322 MASTER AUTO SUPPLY	15030-134603		1991 CHEVROLET - SPECIAL ORDER 01-21-000-72540	25.17
			15030-134644		BRAKE HOUSE - EMA #673 01-21-000-72540	34.60
			15030-134778		HEATER - 2008 FORD F-450 - #92 01-26-023-72540	94.60
			15030-134786		SPECIAL ORDER AIR FILTER - TAMI 01-19-000-72540	68.82
			15030-134851		OIL FILTER, OIL 10W30 SYNTHETIC 01-26-024-72540	34.09
			15030-134853		TIE ROD END - POLICE STOCK 01-17-205-72540	67.48
			15030-134998		WALKER EXT PIPE, 2008 FORD F-2 01-17-205-72540	100.38
			15030-135177		HEADLIGHT HALOGEN - EMA CRO 01-21-000-72540	18.36
			231683	G	RESELLABLE RETLURN - FUEL TANK 01-17-205-72540	-95.56
			231763	G	WARRANTY RETURN- CALIPER OF 01-17-205-72540	-142.46
			231991	G	SPECIAL ORDER - BRAKE HOUSE 01-21-000-72540	-25.17
			232207	G	CORE RETURN - CALIPER, CORE F 01-17-205-72540	-100.00
Total :						80.31
203989	9/22/2023	006074 MENARDS	45090		ACCT# 30860257 - 6' STEREO AUDIO 01-26-025-72520	3.53
			45095		ACCT# 30860257 - 8" SIDE CUTTING 01-26-025-73410	106.67

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203989	9/22/2023	006074 MENARDS	(Continued) 45105		ACCT# 30860257 - UNIV 20" FAUCE 01-26-025-72520	17.98
			45157		ACCT# 30860257 - 14X2-34 HEX HE 01-26-025-72520	42.25
			45204		ACCT# 30860257 - UTILITY/GATE P 01-26-024-72540	44.60
			45206		ACCT# 30860257 - 110W A19 5K LE 01-26-025-72520	17.99
			45209		ACCT# 30860257 - 12 DUCT FOLDI 01-26-025-73410	12.99
			45223		ACCT# 30860257 - 24" ROUGH-SUF 60-00-000-73410	73.92
					63-00-000-73410	8.21
					64-00-000-73410	35.21
					Total :	363.35
203990	9/22/2023	012517 MERIDIAN IT INC	535817		CREATE NEW VLANS/SUBMETS FC 01-16-000-72650	1,462.50
			536062		TROUBLESHOOT P2P ISSUES SER 01-16-000-72650	487.50
					Total :	1,950.00
203991	9/22/2023	020701 METROPOLITAN LIFE INSURANCE CO	KMO5397303-0001	VTP-020232	KMO5397303-0001 AUG & SEPT DE 01-14-000-72430	17,454.74
					Total :	17,454.74
203992	9/22/2023	020701 METROPOLITAN LIFE INSURANCE CO	KMO5397303-0003	VTP-020232	KMO5397303-0003 AUG & SEPT DE 01-14-000-72435	3,795.09
					Total :	3,795.09
203993	9/22/2023	020701 METROPOLITAN LIFE INSURANCE CO	KMO5397303-0002	VTP-020232	KMO5397303-0002 AUG & SEPT DE 01-14-000-72430	1,792.53
					Total :	1,792.53
203994	9/22/2023	020938 MIDWEST MECHANICAL GROUP LLC	MC0000132030	VTP-020111	HVAC, VENTILATION AND REFRIGE 01-26-025-72790	647.38

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203994	9/22/2023	020938	020938 MIDWEST MECHANICAL GROUP LL (Continued)		Total :	647.38
203995	9/22/2023	015386	MUNICIPAL GIS PARTNERS, INC		GIS STAFFING SERVICE JULY '23	
			7038		01-16-000-72652	9,270.00
					60-00-000-72652	5,840.10
					63-00-000-72652	648.90
					64-00-000-72652	2,781.00
					Total :	18,540.00
203996	9/22/2023	012301	MVP FIRE SYSTEMS,INC		VALVE REPLACEMENT AT TRAINING	
			16717	VTP-020251	01-26-025-72520	1,705.72
					Total :	1,705.72
203997	9/22/2023	015723	NICOR		ACCT#33079168366 METER#43853	
			33079168366		64-00-000-72511	50.79
			49924710004		ACCT#49924710004 METER#45817	
					01-26-025-72511	178.95
					Total :	229.74
203998	9/22/2023	006221	NORTHERN SAFETY CO. INC.		BLASTS EARPLUG UNCORDED PO	
			905718842		63-00-000-73845	6.67
					64-00-000-73845	28.58
					01-26-023-73845	95.27
					01-26-024-73845	47.63
					60-00-000-73845	60.02
					Total :	238.17
203999	9/22/2023	021167	NUNEZ, DANIEL		REIM: RENEWAL OF HIS DRIVER'S	
			091223		01-26-024-72860	30.00
					Total :	30.00
204000	9/22/2023	013096	PACE SYSTEMS INC		VIL013-BROOKSIDE MALL	
			214086		01-16-000-72650	312.50
					Total :	312.50
204001	9/22/2023	015448	PANDUIT CORPORATION		13TH PROPERTY TAX REBATE INC	
			09202023		01-97-000-79128	86,882.00

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204001	9/22/2023	015448 015448 PANDUIT CORPORATION	(Continued)		Total :	86,882.00
204002	9/22/2023	006475 PARK ACE HARDWARE	71111/1		CUST# 89143 - BUNGEE CRD MULT	
			71305/1		01-17-220-73600	9.98
			71340/1		CUST# 89143 - NIPPLE GALV 1/2" X	
			71346/1		01-26-023-72540	2.86
			71347/1		CUST# 89143 - MAGNETIC TAPE 1"	
			71348/1		01-26-025-73410	39.98
			71365/1		ACCT#9404 INV#71346/1 PROPANE	
			71383/1		01-19-000-73870	39.98
					ACCT#9404 INV#71347/1 TRUEFUE	
					01-19-000-73540	28.99
					01-19-000-73535	8.59
					CUST# 891431 - FILTER AIR PLEAT	
					64-00-000-72525	43.11
					CUST# 891431 - TEE SAN PVC MW	
					60-00-000-73630	32.09
					63-00-000-73630	3.56
					64-00-000-73630	15.28
					CUST# 891431 - RCJ6Y CHAMP SP/	
					60-00-000-72530	4.19
					63-00-000-72530	1.40
					64-00-000-72530	2.39
					Total :	232.40
204003	9/22/2023	006499 PITNEY BOWES INC	1023834431		ACCT#0012198182 EQUIP SRV SLA	
					01-14-000-72750	228.54
					60-00-000-72750	228.54
					Total :	457.08
204004	9/22/2023	006780 POMP'S TIRE SERVICE, INC	411054471		KINGERY GT H436 TIRES, DELIVER	
			411056247		01-17-205-73560	167.99
				VTP-020274	TIRES FOR UNIT #77	
					01-33-000-72540	886.92
					Total :	1,054.91
204005	9/22/2023	018110 PROVEN BUSINESS PRODUCTS	1071321		MONTHLY CONTRACT SVC AGREE	

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204005	9/22/2023	018110 PROVEN BUSINESS PRODUCTS	(Continued)		01-16-000-72756	888.96
					Total :	888.96
204006	9/22/2023	006850 QUILL CORPORATION	34336093		SECRET GARDEN 8X11, POST IT T/	
			34344291		01-33-000-73110	132.24
					#13 10X13 CTLG ENVELOPES 100	
					01-33-000-73110	127.45
					Total :	259.69
204007	9/22/2023	006361 RAY O' HERRON CO INC	2295650		UNIFORM - CHASE CSO	
					01-17-220-73610	1,206.20
					Total :	1,206.20
204008	9/22/2023	012095 RECORD A HIT INC	232360	VTP-020294	CHARACTERS FOR THE HOLIDAY I	
					01-35-000-72954	495.00
					Total :	495.00
204009	9/22/2023	017584 RELADYNE	1502192-IN		DRY DIESELALL API DEF DR	
					01-19-000-73540	275.10
					Total :	275.10
204010	9/22/2023	018820 RITTER, DANIEL	090823		REIM: LUNCH WITH CONSULTANT	
					01-33-000-72220	74.23
					Total :	74.23
204011	9/22/2023	016196 ROY ERIKSON OUTDOOR MAINT.INC.	07-39563		PUMP OUT POOL, LAWN CLEAN UI	
			07-39572		01-33-300-72744	893.97
					REMOVE WEED & TREE GROWTH	
					01-33-300-72744	3,959.97
					Total :	4,853.94
204012	9/22/2023	007091 SAFETY KLEEN SYSTEMS, INC.	92576906		FUEL SURCHARGE, CHEMISTRY FI	
					01-17-205-72750	341.76
					Total :	341.76
204013	9/22/2023	014962 SANCHEZ, LAURA	091823		REIM: MEMBERSHIP FEES ILLINOIS	
					01-17-205-72720	45.00

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 18

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204013	9/22/2023	014962 014962 SANCHEZ, LAURA	(Continued)		Total :	45.00
204014	9/22/2023	007092 SAUNORIS	729753	VTP-020175	SOD - PALLET CHARGE 01-26-023-73680	1,304.00
					Total :	1,304.00
204015	9/22/2023	007442 SEECO CONSULTANTS, INC	19344	VTP-020113	PMP CONSTRUCTION MATERIALS 05-00-000-72840	928.50
					Total :	928.50
204016	9/22/2023	021020 SEMMER LANDSCAPE LLC	33325	VTP-020021	LANDSCAPE BEDS - AUGUST 2023 01-26-023-72881	15,720.00
					Total :	15,720.00
204017	9/22/2023	007453 SERVICE SANITATION, INC.	8564203		FARMER'S MARKET PORTABLE TO 01-35-000-72923	426.00
					Total :	426.00
204018	9/22/2023	013043 SITE DESIGN GROUP, LTD.	7482ph2-72	VTP-020025	LANDSCAPE PLANNING JULY 23- A 01-26-023-72847	3,072.50
			7946-65	VTP-020026	MOWING INSPECTIONS AND BIDS 01-26-023-72847	1,115.00
			8081-45	VTP-019997	DOWNTOWN PLANTERS - JULY 23 01-26-023-72847	462.50
			8498-56	VTP-020024	URBAN FORESTRY PROGRAM - JL 01-26-023-72847	4,522.50
			8803-33	VTP-020027	LANDSCAPE MAINTENANCE - JULY 01-26-023-72847	1,622.50
			9358-04	VTP-019380	VILLAGE HALL ENTRY TO PLAZA R 28-00-000-75610	1,952.00
					Total :	12,747.00
204019	9/22/2023	011767 STALEY, JENNIFER	091523		REIM: PURCHASED BREAKFAST F 01-21-210-72170	74.60
					Total :	74.60
204020	9/22/2023	020898 STANTEC CONSULTING SERVICES	2126584	VTP-019984	STORMWATER MAINTENANCE - PF 65-00-000-72591	13,313.70

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204020	9/22/2023	020898	020898 STANTEC CONSULTING SERVICES (Continued)		Total :	13,313.70
204021	9/22/2023	012238	STAPLES BUSINESS ADVANTAGE	3547696346	LTRMARK PIN #20 8.5 X 11	
					60-00-000-73110	52.88
					63-00-000-73110	5.87
					64-00-000-73110	25.19
			3547696347		SALES ORD BOOK 3-PART 10/CAS	
					60-00-000-73110	50.55
					63-00-000-73110	5.61
					64-00-000-73110	24.08
					Total :	164.18
204022	9/22/2023	015452	STEINER ELECTRIC COMPANY	S007427417.001	KLEIN ET310 DIGITAL CIRCUIT BRE	
					01-26-024-72530	262.26
				S007429377.001	PHIL PL-X-13W/35/4P/ALTO FLUOR	
					01-26-025-72520	104.31
				S007430466.001	FIRE TRAINING TOWER BLANK PL	
					01-26-025-72520	62.23
					Total :	428.80
204023	9/22/2023	007438	SUB TRAILER HITCH, INC.	14177	2" PINTLE COMBO, 2-1/2 PINTLE B	
					01-17-205-73600	321.90
					Total :	321.90
204024	9/22/2023	007297	SUTTON FORD INC./FLEET SALES	587980	NUT ADJUSTING - STREET #68	
					01-26-023-72540	4.04
					Total :	4.04
204025	9/22/2023	013752	SZYMUSIAK, BRYAN	091123	REIM: TRI-RIVER ILETSB SCHOOL	
					01-17-220-72140	75.00
					Total :	75.00
204026	9/22/2023	020970	TERRY'S FORD	2913	SPARE KEY PROGRAM - 2023 FOR	
					01-17-205-72540	195.00
					Total :	195.00
204027	9/22/2023	017520	THE COP FIRE SHOP	211319	MEN'S POLO SHIRT -CITIZENS PD	
					01-17-215-73600	52.00

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 20

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204027	9/22/2023	017520	017520 THE COP FIRE SHOP	(Continued)	Total :	52.00
204028	9/22/2023	020850	THE SHYFT GROUP USA INC	3130874	REPLACEMENT SEATS FOR VEHIC	
				VTP-020240	60-00-000-72540	570.91
				VTP-020240	63-00-000-72540	190.31
				VTP-020240	64-00-000-72540	326.22
				VTP-020240	60-00-000-72540	62.75
				VTP-020240	63-00-000-72540	20.92
				VTP-020240	64-00-000-72540	35.86
				Total :	1,206.97	
204029	9/22/2023	013040	TINLEY PARK FIRE DEPT	091823	PETTY CASH REIMBURSEMENT: U	
					01-19-000-72110	24.82
					01-19-000-72220	29.37
					01-19-020-72220	37.61
					01-19-000-73870	27.37
				Total :	119.17	
204030	9/22/2023	019006	TRAFFIC CONTROL COMPANY	33911	2023 PAVEMENT MARKING PROGR	
				VTP-020043	01-26-023-75802	13,400.29
			34006	VTP-020043	2023 PAVEMENT MARKING PROGR	
				VTP-020043	01-26-023-75802	29,711.12
			34180	VTP-020043	2023 PAVEMENT MARKING PROGR	
				VTP-020043	01-26-023-75802	36,682.14
			34314	VTP-020043	2023 PAVEMENT MARKING PROGR	
				VTP-020043	01-26-023-75802	26,475.28
			34429	VTP-020043	2023 PAVEMENT MARKING PROGR	
				VTP-020043	01-26-023-75802	3,355.56
				Total :	109,624.39	
204031	9/22/2023	014510	TRUGREEN	182847006	LAWN TREATMENT - 80TH ST TRAI	
				VTP-019985	01-26-023-72881	447.00
				Total :	447.00	
204032	9/22/2023	008040	UNDERGROUND PIPE & VALVE CO	059411-02	AY MCDONALD PLASTIC ARCH PAT	
					60-00-000-73630	396.90
					63-00-000-73630	44.10

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 21

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204032	9/22/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)		64-00-000-73630	189.00
			062572-02		8" X 16" ALL SS REPAIR CLAMP - EI	
					63-00-000-73630	57.19
					64-00-000-73630	245.10
					60-00-000-73630	514.71
					Total :	1,447.00
204033	9/22/2023	002613 UNITED HEALTHCARE AARP	AARP-PPPR070123	VTP-019965	FY24 MEDICARE SUPPLEMENT BIL	
					01-14-000-72435	7,947.08
					Total :	7,947.08
204034	9/22/2023	011416 VERIZON WIRELESS	9943593605		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.54
					63-00-000-72127	16.54
					64-00-000-72127	14.17
			9944347359		ACCT 280481333-00001 DATA 8/14-1	
					11-00-000-72127	115.80
					01-11-000-72127	144.04
					01-12-000-72127	72.02
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	252.07
					01-17-220-72127	1,620.79
					01-17-205-72127	324.11
					01-19-000-72127	756.53
					01-19-020-72127	108.03
					01-21-210-72127	252.07
					01-26-023-72127	546.26
					01-26-025-72127	144.04
					01-33-000-72127	324.09
					01-35-000-72127	36.01
					60-00-000-72127	272.24
					63-00-000-72127	12.96
					64-00-000-72127	146.92
			9944347360		ACCT 2804813333-00003 MOBILE S	
					01-11-000-72120	306.83

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204034	9/22/2023	011416 VERIZON WIRELESS	(Continued)			
					01-12-000-72120	45.47
					01-13-000-72120	44.52
					01-16-000-72120	362.75
					01-17-205-72120	5,393.21
					01-19-000-72120	223.18
					01-19-020-72120	255.05
					01-21-000-72120	126.36
					01-21-210-72120	126.36
					01-26-023-72120	1,179.18
					01-26-024-72120	143.35
					01-26-025-72120	304.16
					01-33-000-72120	426.68
					01-35-000-72120	89.24
					60-00-000-72120	426.77
					63-00-000-72120	20.32
					64-00-000-72120	203.22
					Total :	14,923.90
204035	9/22/2023	006362 VILLAGE OF OAK LAWN	0000000738		WINTRUST REG WATER LOAN INT	
					60-00-000-73221	4,103.18
			0000000754		REGIONAL WATER UNUSED COMI	
					60-00-000-73221	103.95
			0000000806		EPA HARKER BOND PAY REIMB L1	
					60-00-000-73221	97,466.93
			0000000818		IEPA BOOSTER BOND REIMB L17-5	
					60-00-000-73221	23,878.71
					Total :	125,552.77
204036	9/22/2023	018960 VISION FOR CHANGE LLC	091523-04		CIT CONCEPTS 9-1-1-: DISPATCH F	
					01-21-210-72140	396.00
					Total :	396.00
204037	9/22/2023	017391 VSP ILLINOIS	818793879		AUG & SEPT FY24 VISION BENEFIT	
				VTP-020233	01-14-000-72430	3,738.45
					Total :	3,738.45

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204038	9/22/2023	018482 WATTS, JERRY	091923		REIM: EMA MEMBERS MEALS - SE 01-21-000-72220	68.62
					Total :	68.62
204039	9/22/2023	011057 WEX BANK	071523		REFUND ON GASOLINE - TAX EXEI 01-19-000-72530	-4.82
			91796939		ACCT#0496-00-813434-8 GAS USE 01-17-205-73530	755.80
					01-19-000-73530	217.80
					Total :	968.78
204040	9/22/2023	021171 WHITE, CHASE	092023		REIM: CLP PERMIT REIMBURSEME 60-00-000-72860	26.84
					63-00-000-72860	8.95
					64-00-000-72860	15.34
					Total :	51.13
114 Vouchers for bank code : apbank						Bank total : 1,701,184.67

vchlist
09/22/2023 9:41:43AM

Voucher List
Village of Tinley Park

Page: 24

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4694	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 161.92 30.84 82.62 275.38
4695	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 173.87 33.12 88.70 295.69
4696	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542 Total :	 1,020.76 1,020.76
4697	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-ILLINOIS BONE AND JOINT 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 106.37 20.26 54.27 180.90
4698	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-3		PAYEE-ILLINOIS BONE AND JOINT 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 869.26 165.57 443.51 1,478.34
4699	9/19/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	 961.09 183.06 490.35 1,634.50
6 Vouchers for bank code : ipmq						Bank total : 4,885.57
120 Vouchers in this report						Total vouchers : 1,706,070.24

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

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204043	9/29/2023	013702 A T & T	2497641801		ACCT#8310012334-811 VILL OF TP	
					01-11-000-72120	82.18
					01-12-000-72120	82.18
					01-14-000-72120	82.18
					01-15-000-72120	82.18
					01-16-000-72120	82.18
					01-17-205-72120	82.18
					01-19-000-72120	82.18
					01-21-000-72120	82.18
					01-26-023-72120	82.18
					01-26-024-72120	82.18
					01-26-025-72120	82.18
					01-33-000-72120	82.18
					01-35-000-72120	82.18
					01-42-000-72120	82.18
					60-00-000-72120	52.56
					63-00-000-72120	5.80
					64-00-000-72120	25.01
					Total :	1,233.89
204044	9/29/2023	021168 ABSOLUTE DREAM LIMOUSINES	31312		ALE TRAIL TROLLEY 10-4-23	
				VTP-020301	01-35-100-72790	900.00
					Total :	900.00
204045	9/29/2023	010318 ADVOCATE CHRIST MEDICAL CNTR	083123		20 HEALTHCARE PROVIDER E-CAF	
					01-19-020-73606	70.00
					Total :	70.00
204046	9/29/2023	002734 AIR ONE EQUIPMENT, INC	196362		REPLACEMENT OF HOSE AND NO;	
				VTP-020008	01-19-000-74184	1,044.00
					01-19-000-74184	25.00
			198207		BLACK DIAMOND 31" HIP BOOTS S	
					60-00-000-73845	103.32
					63-00-000-73845	11.48
					64-00-000-73845	49.20
					01-26-023-73845	164.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204046	9/29/2023	002734 AIR ONE EQUIPMENT, INC	(Continued)		01-26-024-73845	82.00
					Total :	1,479.00
204047	9/29/2023	002655 AMERICAN HERITAGE LIFE	MG076	VTP-020218	ANCILLARY CRITICAL INS BENEFIT 01-14-000-72430	2,069.91
					Total :	2,069.91
204048	9/29/2023	002470 AMPEST EXTERMINATION LLC	7359		REMOVE BALDFACE HORNETS FR 01-26-023-72790	195.00
			7401		REMOVE HORNETS NEST FROM T 01-26-023-72790	195.00
			7419		REMOVE HORNETS NEST FROM P 01-26-023-72790	195.00
					Total :	585.00
204049	9/29/2023	010026 ANDERSON PUMP SERVICE	090523-01		SERVICE 9/5, CONSUMABLE, FUEL 01-26-025-72530	783.30
					Total :	783.30
204050	9/29/2023	014936 AQUAMIST PLUMBING & LAWN	125269	VTP-019981	IRRIGATION - STREETSCAPES HA 01-26-023-72790	2,611.28
			125270	VTP-019981	IRRIGATION - STREETSCAPES 01-26-023-72790	2,023.30
			125278	VTP-019981	IRRIGATION - 171ST ST MEDIANS 01-26-023-72790	734.38
			125279	VTP-019981	IRRIGATION - 171ST ST MEDIANS 01-26-023-72790	833.40
			125286	VTP-019981	IRRIGATION - LAGRANGE MEDIAN 01-26-023-72790	5,636.93
			125287	VTP-019981	IRRIGATION - LAGRANGE RD MED 01-26-023-72790	3,142.58
			125306	VTP-019981	IRRIGATION - OAK PARK ZABROCK 01-26-023-72790	610.02
			125307	VTP-019981	IRRIGATION - OAK PARK ZABROCK 01-26-023-72790	435.19
			129707		IRRIGATION 171ST MEDIANS,80TH	

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204050	9/29/2023	014936 AQUAMIST PLUMBING & LAWN	(Continued)			
				VTP-019981	01-26-025-72790	530.20
				VTP-019981	01-26-023-72790	2,133.80
			129731		IRRIGATION	
				VTP-019981	01-26-023-72790	871.97
					Total :	19,563.05
204051	9/29/2023	020986 ARIES CHARTER TRANSPORTATION	99939		ALE TRAIL TROLLEYS 10-11-23	
				VTP-020284	01-35-100-72790	2,800.00
					Total :	2,800.00
204052	9/29/2023	020986 ARIES CHARTER TRANSPORTATION	99938		ALE TRAIL TROLLEY 10-4-23	
				VTP-020286	01-35-100-72790	1,400.00
					Total :	1,400.00
204053	9/29/2023	020262 BAECORE GROUP INC	159-10		ERP AND CDD SOFTWARE IMPLEM	
				VTP-020314	30-00-000-74167	37,500.00
					Total :	37,500.00
204054	9/29/2023	020873 BALOG, JEANINE	Ref001441294		UB RFND CST #00498297, RFND O'	
					60-00-000-20599	300.00
					Total :	300.00
204055	9/29/2023	003015 BEHRENS, JERRY	092523		FY24 BENEFIT REIMBURSEMENT	
				VTP-019957	01-14-000-72435	197.00
					Total :	197.00
204056	9/29/2023	002960 BRANIFF COMMUNICATIONS, INC	0034951		ANNUAL MAINTENANCE AGREEME	
				VTP-020322	01-21-000-72575	8,150.00
			0034960		COMMANDER ONE CLOUD PLATFC	
				VTP-020170	01-21-000-72655	5,000.00
					Total :	13,150.00
204057	9/29/2023	003396 CASE LOTS INC	20053		JANITORIAL SUPPLIES	
				VTP-020298	01-26-025-73580	489.60
			20112		JANITORIAL SUPPLIES	
				VTP-020298	01-26-025-73580	1,493.40

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204057	9/29/2023	003396	003396 CASE LOTS INC		(Continued)	Total : 1,983.00
204058	9/29/2023	003243	CDW GOVERNMENT INC		LL07793	
				VTP-020315	MOBILE DEVICE MANAGER - CISCO	
					01-16-000-72655	7,836.00
					LN57786	
					APPLE 10.9 IPAD WI-FI 64GV BLUE	
					01-16-000-74128	1,794.95
					Total :	9,630.95
204059	9/29/2023	015199	CHICAGO PARTS & SOUND LLC		1-0383166	
					TPMS SENSOR ASSY - POLICE STC	
					01-17-205-72540	130.76
					3-0057847	
					OIL FILTER - #72 VILLAGE MANAGE	
					01-12-000-72540	5.48
					3-0057871	
					PRIME GUARD 5W20 - #15 PW	
					01-26-024-72540	17.15
					3-0057872	
					OXYGEN SENSOR 4 WIRE DIR - #1	
					01-21-000-72540	61.86
					Total :	215.25
204060	9/29/2023	017349	CHICAGO STREET CCDD, LLC		24995	
					DUMP FEE 9/14/23	
					01-26-023-72890	80.00
					Total :	80.00
204061	9/29/2023	018325	CHICAGO TRIBUNE COMPANY LLC		077083295000	
					CLASSIFIED LISTINGS 7/1-7/31/23 ,	
					01-26-023-72330	316.09
					01-33-310-72330	744.01
					60-00-000-72330	607.29
					63-00-000-72330	229.28
					64-00-000-72330	196.53
					65-00-000-75310	298.52
					01-14-000-72330	102.00
					Total :	2,493.72
204062	9/29/2023	003137	CHRISTOPHER B.BURKE ENGINEERNG	186100	01.R160373.00031 183RD OVERHE	
					20-00-000-75814	3,231.50
					Total :	3,231.50
204063	9/29/2023	013820	CINTAS CORPORATION		5176485325	
					MEDICINE CABINET - PD SHOOTIN	
					01-26-025-73117	133.82

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 5

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204063	9/29/2023	013820 CINTAS CORPORATION	(Continued) 5176485337		MEDICINE CABINET - VH 01-26-025-73117	328.14
			5176485349		MEDICINE CABINET - PD 01-26-025-73117	485.32
			5176485358		MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117	447.70
			5176485361		MEDICINE CABINET - PUMP HOUSI 01-26-025-73117	110.33
			5176485369		MEDICINE CABINET - PUMP HOUSI 01-26-025-73117	110.33
			5176485392		MEDICINE CABINET - PW GARAGE 01-26-025-73117	492.47
					Total :	2,108.11
204064	9/29/2023	013344 CITRIX SYSTEMS, INC	440000530839	VTP-020316	CITRIX SHAREFILE - 8/5/23 THRU 8 01-16-000-72655	7,701.04
					Total :	7,701.04
204065	9/29/2023	020527 CITY ESCAPE GARDEN & DESIGN	12376		ZOYSIA GRASS RESTORATION & C 60-00-000-73680	982.80
					63-00-000-73680	109.20
					64-00-000-73680	468.00
					Total :	1,560.00
204066	9/29/2023	012917 COLLEGE OF DUPAGE	15478		TPPD ENROLLMENT IN COURSES 01-17-220-72140	1,398.00
					Total :	1,398.00
204067	9/29/2023	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173 01-19-000-72517	107.85
			8771401810316240		ACCT#8771401810316240 7850 183 01-17-205-72517	65.51
			8771401810784702		ACCT#8771401810784702 7825 167 01-19-000-72517	101.51
					Total :	274.87

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 6

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204068	9/29/2023	013892 COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA 01-26-024-72510	1,461.34
Total :						1,461.34
204069	9/29/2023	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE 01-26-024-72510	37.94
			0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,410.21
			0369095018		ACCT#0369095018 6761 NORTH ST 01-26-024-72510	49.98
			0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	10.51
			0522112018		ACCT#0522112018 17048 OPA 8/18- 01-26-024-72510	23.87
			1222218001		ACCT#1222218001 1 E OPA NORTH 70-00-000-72510	119.31
			2587063010		ACCT#2587063010 17311 OPA 8/18 12-00-000-72510	19.77
			2761036017		ACCT#2761036017 8317 AMBERLY 01-26-024-72510	55.84
			3784064010		ACCT#3784064010 16301 CENTRA 60-00-000-72510	27.45
					63-00-000-72510	27.45
			4329016037		ACCT#4329016037 17238 OPA 8/18- 12-00-000-72510	23.88
			4803158058		ACCT#4803158058 RIDGEFIELD LN 64-00-000-72510	118.10
			6483053261		ACCT#6483053261 17495 S LAGRA 01-26-023-72510	53.15
			6771163043		ACCT#6771163043 87TH AVE 3PS 1 01-26-024-72510	3,093.66
			7063131025		ACCT#7063131025 7813 174TH ST 64-00-000-72510	44.78
			7090006006		ACCT#7090006006 17231 OPA 8/18 12-00-000-72510	19.76
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	73.51

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204069	9/29/2023	013878	013878 COMED - COMMONWEALTH EDISO (Continued)		Total :	5,209.17
204070	9/29/2023	012410	CONSERV FS, INC.		STRUCTRON 49563, 49561, 49744, 60-00-000-73680	209.70
					63-00-000-73680	23.26
					64-00-000-73680	99.37
			66055839		CONSERV #12 ALUM SCOOP 01-26-023-73410	123.30
					Total :	455.63
204071	9/29/2023	021024	COOK COUNTY EMERGENCY		KVL 5000 AES ENCRYPTION SOFT	
			R23-0906-01	VTP-020303	30-00-000-74150	8,441.40
			R23-0906-03	VTP-020289	MOTOROLA RADIOS 30-00-000-74149	74,203.86
					Total :	82,645.26
204072	9/29/2023	018234	CORE & MAIN LP		ANNUAL WATER CONSUMER POR	
			T594874		60-00-000-72655	4,702.95
					63-00-000-72655	522.55
					64-00-000-72655	2,239.50
					Total :	7,465.00
204073	9/29/2023	015820	CREATIVE BRICK & CONCRETE		8X8 BELDEN LIGHTHOUSE GRAY L	
			719785		01-41-050-73112	241.20
					Total :	241.20
204074	9/29/2023	020338	DACRA TECH LLC		E-TICKETING SUBSCRIPTION FY24	
			DT2023-08-093		01-16-000-72655	2,090.00
					Total :	2,090.00
204075	9/29/2023	018456	DEL GALDO LAW GROUP LLC		LEGAL SVC 8/1-8/31/23	
			32349		01-14-000-72850	107.50
					18-00-000-72850	860.00
					20-00-000-72850	107.50
					Total :	1,075.00
204076	9/29/2023	004107	EAGLE ENGRAVING		FIREGROUND ID TAG, WHITE/BLA	
			2023-5026		01-19-000-74619	94.60

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204076	9/29/2023	004107 EAGLE ENGRAVING	(Continued) 2023-5079		FIREGROUND ID TAG WHITE/BLAC 01-19-000-74619	24.20
					Total :	118.80
204077	9/29/2023	004009 EAGLE UNIFORM CO INC	INV-17283		SHIRT, PANTS, FIREFIGHTER BADGE 01-19-000-73610	238.75
			INV-17313		ATHLETIC SHOE WIDE 11.5, 6" TAIL 01-19-000-73610	217.00
					Total :	455.75
204078	9/29/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21601		1275 POLICE GRAPHIC KITS - NEW 01-17-205-72540	231.31
					Total :	231.31
204079	9/29/2023	004019 EVON'S TROPHIES & AWARDS	090823		2) 3-1/2 X 2 BLK/WHT PLASTIC RO 60-00-000-73110	15.75
					63-00-000-73110	1.75
					64-00-000-73110	7.50
			090823.		1 BLK/WHT PLASTIC 2 X 8 - KEHLA 01-26-025-72520	19.80
					Total :	44.80
204080	9/29/2023	015058 FLEETPRIDE	111344642		MODEL 15 UTILITY LAMP - STREET 01-26-023-72540	14.47
					Total :	14.47
204081	9/29/2023	017794 FOSTER & FOSTER, INC.	28462		PREP FOR INTERIM GASB 75 DISC 01-14-000-72851	1,700.00
					Total :	1,700.00
204082	9/29/2023	020992 GARRITY, JONATHAN	091123		REIM: POLICE TRAINING INSTITUT 01-17-220-72140	581.40
					Total :	581.40
204083	9/29/2023	004500 GASVODA & ASSOCIATES, INC	INV23MSR0106CHF		100 FT OF 3/8' OD PE BLACK TUBIN 60-00-000-73630	47.25
					63-00-000-73630	5.25

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204083	9/29/2023	004500 GASVODA & ASSOCIATES, INC	(Continued)		64-00-000-73630	22.50
					Total :	75.00
204084	9/29/2023	020824 GAUS, AMANDA	092123		REIM: MILEAGE TO VISIT RIVER E 01-35-000-72130	64.85
					Total :	64.85
204085	9/29/2023	004493 GORDON FOOD SERVICE INC.	768201601		HOT DOG LUNCH @VILLAGE HALL 01-14-000-72974	119.80
					Total :	119.80
204086	9/29/2023	015397 GOVTEMPSUSA LLC	4257900		FY23-GOVTEMPS USA (CONTRACT 01-15-000-72790	1,638.00
					Total :	1,638.00
204087	9/29/2023	021135 HART, JANESEA	Ref001441295		UB REFUND CST #00517453, REFU 60-00-000-20599	726.55
					Total :	726.55
204088	9/29/2023	004746 HEATHER'S HAUS FLORIST	758967		BRANDI AZBILL - GRANDMOTHER I 01-14-000-73870	82.00
					Total :	82.00
204089	9/29/2023	018696 HENRY'S HOUSE OF DECORATED	1442	VTP-020263	BASEBALL HATS AND WINTER CAF 01-19-000-73610	888.00
			1454		1221 J-THE GAME QUILTED JACKE 01-19-000-73610	170.00
			1472		PACIFIC HEADWEAR 487F P-TEC F 01-19-000-73610	29.75
			1475		ST860 SPORTT TEK 1/4 ZIP PULLO 01-19-000-73610	102.00
			1477		RICHARDSON 172 CAP - NAVY/WH 01-19-000-73610	28.00
					Total :	1,217.75
204090	9/29/2023	019161 HISKES DILLNER O'DONNELL	19084		05014.001 ETHICS REVIEWS THRU 01-14-000-72850	990.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204090	9/29/2023	019161	019161 HISKES DILLNER O'DONNELL		(Continued)	Total : 990.00
204091	9/29/2023	001487	HOMEWOOD DISPOSAL SERVICE	8501115	HWD TSF GARBAGE TONS TKT#10 01-26-023-72890	3,123.20
					Total :	3,123.20
204092	9/29/2023	020323	IML RISK MANAGEMENT ASSOC	012722	DONOVAN BRODY CLAIM #22050K 01-00-000-54115	5,726.34
					Total :	5,726.34
204093	9/29/2023	005186	INTERSTATE BATTERY SYSTEM	336449	SP-35-L BATTERY, UT CORE, STRE 01-26-023-72540	52.00
					Total :	52.00
204094	9/29/2023	012863	IROQUOIS PAVING CORP.	2302706-02	PMP RESURFACING PROJECT 6/20 05-00-000-75405	783,514.93
				VTP-020042	Total :	783,514.93
204095	9/29/2023	005266	J.M.D. SOX OUTLET, INC.	20230468	WORK CLOTHES/JULIO AYALA 60-00-000-73610 63-00-000-73610 64-00-000-73610	57.56 10.96 29.37
				20230469	WORK CLOTHES/KEVIN MCCARTH 01-26-025-73610	249.80
					Total :	347.69
204096	9/29/2023	021174	JASPER, JOSEPH	092523	REIMBURSEMENT COST SHARE SI 01-26-023-75200	1,044.00
					Total :	1,044.00
204097	9/29/2023	011043	KARCZEWSKI, KENNETH	092123	REIM: CONTINUING ED UNITS "ZC 01-33-300-72170	30.00
					Total :	30.00
204098	9/29/2023	021175	KILEY, JANET	092523	REIMBURSEMENT FOR COSTS SH. 01-26-023-75200	1,175.00
					Total :	1,175.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204099	9/29/2023	021096 KOSMATKA, LORI	091223		REIM: APA STATE CONFERENCE - 01-33-310-72170	35.74
					Total :	35.74
204100	9/29/2023	020794 LEGALSHIELD	0025407	VTP-020220	ANCILLARY LEGAL BENEFIT BILLIN 01-14-000-72430	74.80
					Total :	74.80
204101	9/29/2023	006559 LINDE GAS & EQUIPMENT INC	38416663		CUST#71784874 - INDUSTRIAL ACE 60-00-000-73730 63-00-000-73730 64-00-000-73730 01-26-023-73730 01-26-024-73730	50.90 50.90 43.63 145.43 72.71
					Total :	363.57
204102	9/29/2023	020322 MASTER AUTO SUPPLY	15030-135224		IDLER ARM BRKT ASSY - #64 ELEC 01-26-024-72540	32.19
			15030-135275		AIR FILTER - SPECIAL ORDER - ST 01-26-023-72540	198.20
			15030-135285		BRANCHED RAD HOSE - SPECIAL 01-26-023-72540	180.08
					Total :	410.47
204103	9/29/2023	021173 MCINTOSH, ROBERT	092523		REIMBURSEMENT FOR COST SHAI 01-26-023-75200	1,983.75
					Total :	1,983.75
204104	9/29/2023	006074 MENARDS	44911		ACCT# 30860355 - STRAPS, WASH 01-19-000-73870	218.05
			45401		ACCT# 30860257 - INDUSTRIAL ST/ 01-26-025-72520	149.99
			45448		ACCT# 30860257 - MICROWAVE, CI 01-17-205-73600	118.00
					01-26-025-73580	5.59
			45535		ACCT# 30860257 - 1-1/2" FLEXIBLE 01-26-025-72520	8.99

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204104	9/29/2023	006074 MENARDS	(Continued) 45570		ACCT# 30860257 - WIRENUT, BENI 01-26-025-72520	52.94
			45586		ACCT# 30860257 - COMP CPLR, EI 01-26-025-73570	24.27
			45625		ACCT# 30860257 - DRIVE BIT HOLI 01-26-024-73410	12.93
			45650		ACCT# 30860257 - CHLORINATING 01-26-023-73550	23.98
			46312		ACCT# 30860378 - 3.5T QUICK PUM 01-21-000-72530	68.78
					Total :	683.52
204105	9/29/2023	012517 MERIDIAN IT INC	537210		MIGRATION - SERVICE CALL #1244 01-16-000-72650	975.00
					Total :	975.00
204106	9/29/2023	017063 MIDDLETON, ZACHARY	092523		REIM: DRONE PILOT CERTIFICATI 01-17-220-72140	208.92
					Total :	208.92
204107	9/29/2023	020497 MIDWEST PUBLIC SAFETY LLC	484		GETAC CLOUD - MONTHLY PLAN 3 01-16-000-72655	3,996.00
					Total :	3,996.00
204108	9/29/2023	019316 MINUTEMAN SECURITY, & LIFE SAFETY	98885	VTP-020215	LIGHT POLE CAMERA REPLACEME 01-26-024-72552	5,609.33
					Total :	5,609.33
204109	9/29/2023	020965 MOTZ GROUP INC	071923		LUNCH ON 7/19/23 FOR JOHN BAR 01-21-000-72220	98.02
					Total :	98.02
204110	9/29/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6445999001		GR 8 HEX NUT, FLAT WASHER, CA 60-00-000-73840	171.40
					63-00-000-73840	57.13
					64-00-000-73840	97.94

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204110	9/29/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		60-00-000-73840	17.29
					63-00-000-73840	5.76
					64-00-000-73840	9.89
					Total :	359.41
204111	9/29/2023	015386 MUNICIPAL GIS PARTNERS, INC	7039		GIS STAFFING SERVICE AUGUST	
					01-16-000-72652	9,270.00
					60-00-000-72652	5,840.10
					63-00-000-72652	648.90
					64-00-000-72652	2,781.00
					Total :	18,540.00
204112	9/29/2023	006209 NCPERS -IL IMRF	3683102023		AUG & SEPT NCPERS LIFE INSUR/	
				VTP-020222	01-14-000-72430	656.00
			7720102023		AUG & SEPT NCPERS LIFE INSUR/	
				VTP-020222	01-14-000-72435	80.00
					Total :	736.00
204113	9/29/2023	015723 NICOR	27960204942		ACCT#27960204942 METER 481730	
					01-26-025-72511	36.34
			64423710009		ACCT#64423710009 METER 335839	
					01-26-025-72511	231.14
			81423710003		ACCT#81423710003 METER 283161	
					01-26-025-72511	49.25
			90223493009		ACCT#90223493009 METER 508073	
					01-26-025-72511	95.08
					Total :	411.81
204114	9/29/2023	006216 NORTH EAST MULTI-REG TRAINING	334585		BASIC FIELD TRAINING - SOKOLOV	
					01-17-205-72140	525.00
					Total :	525.00
204115	9/29/2023	016402 NORTHAMERICAN REPTILE BREEDERS	073123		CONVENTION CENTER GRANT 10/	
					01-35-100-72985	6,000.00
					Total :	6,000.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 14

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204116	9/29/2023	021167 NUNEZ, DANIEL	092223		REIM: CLP PERMIT 01-26-024-72860	50.00
					Total :	50.00
204117	9/29/2023	010135 ONSITE COMMUNICATIONS USA, INC	52832		MOBILE RADIO - LABOR INSERT SI 01-42-000-72550	65.00
					Total :	65.00
204118	9/29/2023	015699 ONSOLVE LLC	15287667		EMERGENCY NOTIFICATION SYST	
				VTP-020318	01-17-205-72655	4,312.25
				VTP-020318	01-17-220-72655	3,234.19
				VTP-020318	01-19-000-72655	3,234.19
				VTP-020318	01-21-000-72655	5,390.31
				VTP-020318	01-26-023-72655	2,156.13
				VTP-020318	01-35-000-72655	1,078.06
				VTP-020318	60-00-000-72655	1,293.68
				VTP-020318	63-00-000-72655	215.61
				VTP-020318	64-00-000-72655	646.83
					Total :	21,561.25
204119	9/29/2023	006494 P.F. PETTIBONE & CO.	184578		2000 VIOLATION NOTICE TICKETS 01-17-205-72310	1,409.80
					Total :	1,409.80
204120	9/29/2023	006475 PARK ACE HARDWARE	071419/1		CUST# 891432 - MOUNTING STRIP 01-26-025-72520	12.78
			71387/1		CUST# 891431 - NIPPLE GALV, COI 60-00-000-73630	46.61
					63-00-000-73630	5.18
					64-00-000-73630	22.19
					Total :	86.76
204121	9/29/2023	017268 PETERSON JOHNSON & MURRAY	140175		4130.0001 LEGAL SVC VTP GENER 01-14-000-72850	17,471.00
			140176		4130.0003 LEGAL SVC FOIA THRU 01-14-000-72857	1,376.00
			140177		4130.0022 LEGAL SVC NEW BREMI	

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204121	9/29/2023	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			140178		27-00-000-72850	20,070.00
			140179		4130.0031 LEGAL SVC TP EMINEN1	
			140180		27-00-000-72850	924.50
			140181		4130.0039 LEGAL SVC VOLLMER H	
			140182		01-14-000-72850	720.00
			140183		4130.0050 LEGAL SVC LINCOLN W.	
			141338		01-14-000-72850	600.00
					4131.0001 LEGAL SVC VTP GENER	
					01-14-000-72855	1,268.50
					4130.0001 LEGAL SVC TP PROSEC	
					01-14-000-72858	7,116.50
					4173.0010 RIVEROAKS PROPERTIE	
					01-14-000-72850	2,127.72
					4130.0057 TINLEY PARK PUSH TAX	
					01-14-000-72850	790.50
					Total :	52,464.72
204122	9/29/2023	006498 POLICE CHIEFS ASSC OF WILL CO	092123		GENERAL MEETING 11/5/23 - 4 IN /	
					01-17-205-72170	120.00
					Total :	120.00
204123	9/29/2023	006780 POMP'S TIRE SERVICE, INC	411048817		GY ASSURANCE TIRES UNIT #71 B	
			411049565		01-33-300-72540	381.72
			411055145		CARL TURF TAMER TIRES 22.5/10-1	
			411057250		01-19-000-72570	910.86
					DESTINATION LE2 OWL TIRES - FII	
					01-19-000-72570	462.68
				VTP-020283	TIRES - POLICE STOCK	
					01-17-205-73560	1,819.64
					Total :	3,574.90
204124	9/29/2023	020440 POPUS, LLC	1072		POPCORN GIFT BAG ORDER FOR	
					01-35-100-73870	150.00
					Total :	150.00
204125	9/29/2023	019509 PRI MANAGEMENT GROUP	23147		WEBINAR - REDACTING RECORDS	

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204125	9/29/2023	019509 PRI MANAGEMENT GROUP	(Continued)		01-17-205-72140	278.25
					Total :	278.25
204126	9/29/2023	013587 PROSHRED SECURITY	1248151		SERVICE 27" EXEC CONSOLE M 96	
					01-17-205-72750	97.03
					Total :	97.03
204127	9/29/2023	018110 PROVEN BUSINESS PRODUCTS	1082915		MONTHLY CONTRACT SVC AGREE	
					01-16-000-72756	888.96
					Total :	888.96
204128	9/29/2023	020282 QBF GRAPHICS GROUP	53869		INDIVIDUAL WRAPPED BUTTERMILK	
			53870		01-35-000-73210	263.41
					BOO BASH FLYERS	
					01-35-000-72923	491.63
					Total :	755.04
204129	9/29/2023	017584 RELADYNE	1504299-IN		DMX DEXOS G3 SYN 0220 DR - OIL	
					01-19-000-73535	860.85
					Total :	860.85
204130	9/29/2023	018820 RITTER, DANIEL	092123		REIM: APA-IL CONFERENCE FOOD	
					01-33-000-72220	140.99
					Total :	140.99
204131	9/29/2023	006874 ROBINSON ENGINEERING CO. LTD.	23090373		17-R0296.04 TP OAK PARK AVE SIC	
					18-00-000-72840	24,195.00
			23090375		19-R0866.04 TP 191ST ST & 80TH A	
					26-00-000-75706	994.50
			23090386		16-R0402.04 175TH ST/RIDGELAND	
					33-00-000-75806	2,885.00
			23090469		21-R0320.02 TP DOG PARK PATH P	
					33-00-000-75205	10,208.99
					Total :	38,283.49
204132	9/29/2023	016334 RUSH TRUCK CENTERS	3033953938		BRAKE DRUM 16.5 X 7.0 - 10 1.00 F	
					01-26-023-72540	390.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 17

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204132	9/29/2023	016334 016334 RUSH TRUCK CENTERS	(Continued)		Total :	390.00
204133	9/29/2023	007049 RYDIN	PS-INV112563		JOB 2024 TEMPORARY IL HCHT - 2 01-14-000-72310	267.10
					Total :	267.10
204134	9/29/2023	021162 SAUL GOOD TRIO	092523		BAND & ENTERTAINMENT AT FARM 01-35-000-72923	250.00
					Total :	250.00
204135	9/29/2023	007092 SAUNORIS	730195		LIMESTONE SCREENINGS/3 YARD: 60-00-000-73680 63-00-000-73680 64-00-000-73680	81.65 9.07 38.88
					Total :	129.60
204136	9/29/2023	007453 SERVICE SANITATION, INC.	8564191	VTP-020005	PORTA-POTTIES FOR 7 MIP EVENT 01-35-000-72923	1,362.00
					Total :	1,362.00
204137	9/29/2023	019209 SEWER ASSESSMENT SERVICES, LLC	090923	VTP-020180	INFLOW & INFILTRATION INVESTIG 64-00-000-73800	16,093.80
					Total :	16,093.80
204138	9/29/2023	020979 SHEA, PATRICK	092223		REIM: PER DIEM OPEN SOURCE II 01-17-220-72140	15.00
					Total :	15.00
204139	9/29/2023	020511 SIERRA ITS	1681		IT STAFF C. YOUPEL 8/20-8/26/23 01-16-000-72790	2,037.50
					Total :	2,037.50
204140	9/29/2023	019224 SMART, WALTER	092123		REIM: CONTINUING ED UNITS "ZO: 01-33-300-72170	30.00
					Total :	30.00
204141	9/29/2023	015585 STALKER RADAR	426178	VTP-020099	MESSAGE TRAILERS WITH STROB 30-00-000-74621	57,000.00

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 18

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204141	9/29/2023	015585 015585 STALKER RADAR	(Continued)		Total :	57,000.00
204142	9/29/2023	012238 STAPLES BUSINESS ADVANTAGE	3547199745		SHARPWRI MECH PENCIL YLW 36F	
					01-15-000-73110	111.08
			3547199747		EXPO 16 PK ASST, RD PAD PERF J	
					01-11-000-73110	16.56
					01-14-000-73110	21.72
					01-12-000-73110	19.98
			3547199748		PIC CLIC STICK PLK 24PK, FOLDE	
					01-17-205-73110	112.47
			3547674639		EXPO LO FINE ASST 8, HP 131AS E	
					01-17-205-73110	345.04
					Total :	626.85
204143	9/29/2023	015452 STEINER ELECTRIC COMPANY	S007430154.001		BULBS FOR 80TH METRA STORAG	
					01-26-025-72520	186.16
			S007430562.001		GLOBE FOR POST 10 HALLWAY	
					01-26-025-72520	28.37
					Total :	214.53
204144	9/29/2023	018878 SUPERION LLC	383867		911 SERVER SOFTWARE	
				VTP-020320	01-16-000-72655	4,600.74
					Total :	4,600.74
204145	9/29/2023	007297 SUTTON FORD INC./FLEET SALES	588224		DAMPER ASY - #64 ELEC	
					01-26-024-72540	52.33
					Total :	52.33
204146	9/29/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A60155M		PHONE SOFTWARE/MAINTENANCI	
				VTP-020313	01-26-025-72777	18,374.15
			A60250		DOUBLE TIME LABOR BILLABLE S\	
					01-26-025-72777	1,268.75
					Total :	19,642.90
204147	9/29/2023	020790 TEXAS LIFE INSURANCE COMPANY	SB0DBM20230913001		ANCILLARY INSURANCE BENEFIT I	
				VTP-020221	01-14-000-72430	870.52
					Total :	870.52

vchlist
09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204148	9/29/2023	007886 THEODORE POLYGRAPH SERVICE	8330		PRE-EMPLOYMENT - RYAN PEREZ 01-41-040-72846	200.00
					Total :	200.00
204149	9/29/2023	007777 THOMPSON ELEVATOR INSPECTION	23-1394		ONE ELEVATOR PLAN REVIEW - 64 01-33-300-72853	75.00
			23-1395		2 NEW CONSTRUCTOIN PERMIT IN 01-33-300-72853	225.00
			23-1467		1 ELEVATOR PLAN REVIEW 01-33-300-72853	75.00
			23-1513		5 ELEVATOR CODE INSPECTIONS 01-33-300-72853	190.00
			23-1542		1 NEW CONSTRUCTION PERMIT R 01-33-300-72853	75.00
			23-1568		4 ELEVATOR CODE INSPECTIONS/ 01-33-300-72853	227.00
			23-2268		1 ELEVATOR CODE INSPECTION 01-33-300-72853	38.00
					Total :	905.00
204150	9/29/2023	019006 TRAFFIC CONTROL COMPANY	34606	VTP-020043	2023 PAVEMENT MARKING PROGR 01-26-023-75802	5,293.14
					Total :	5,293.14
204151	9/29/2023	020793 TRANSAMERICA LIFE INSURANCE	2505128942	VTP-020223	ANCILLARY INSURANCE BENEFIT I 01-14-000-72430	89.50
					Total :	89.50
204152	9/29/2023	014510 TRUGREEN	183161812	VTP-019985	LAWN TREATMENT FIREHOUSE#4; 01-26-023-72881	40.00
			183169326	VTP-019985	LAWN TREATMENT 76TH AVE MED 01-26-023-72881	250.00
			183173096	VTP-019985	LAWN TREATMENT FIRE HOUSE#3 01-26-023-72881	75.00
			183176889	VTP-019985	LAWN TREATMENT FIRE HOUSE #4 01-26-023-72881	75.00
			183187725		LAWN TREATMENT 76TH AVE MED	

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09/29/2023 9:41:02AM

Voucher List
Village of Tinley Park

Page: 20

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204152	9/29/2023	014510 TRUGREEN	(Continued)			
			183190178	VTP-019985	01-26-023-72881 LAWN TREATMENT - VILLAGE HALL	300.00
			183192894	VTP-019985	01-26-023-72881 LAWN TREATMENT 167TH ST PUMI	75.00
			183195080	VTP-019985	01-26-023-72881 LAWN TREATMENT 1 OPA	75.00
			183200700	VTP-019985	01-26-023-72881 LAWN TREATMENT 183TD & PUMP	75.00
			183203794	VTP-019985	01-26-023-72881 LAWN TREATMENT TPPD	150.00
			183207910	VTP-019985	01-26-023-72881 LAWN TREATMENT PW	150.00
			183210953	VTP-019985	01-26-023-72881 LAWN TREATMENT FIRE HOUSE#4	75.00
			183216878	VTP-019985	01-26-023-72881 LAWN TREATMENT PW	75.00
			183219766	VTP-019985	01-26-023-72881 LAWN TREATMENT 179TH & 80TH /	90.00
			183223221	VTP-019985	01-26-023-72881 LAWN TREATMENT 183RD & PUMP	300.00
				VTP-019985	01-26-023-72881	180.00
					Total :	1,985.00
204153	9/29/2023	011904 UPS	626634		SHIPPING COSTS - ACCT#626634	
					60-00-000-72110	27.36
					64-00-000-72110	11.72
					Total :	39.08
204154	9/29/2023	010722 UTILITY DYNAMICS CORP	0908-2983		ODYSSEY LED STREET LIGHTING	
				VTP-019967	30-00-000-75500	248,003.56
					Total :	248,003.56
204155	9/29/2023	006429 VILLAGE OF ORLAND HILLS	092723		27TH IGA PAYMENT MAY-JULY '23	
					01-97-000-79125	18,647.31
					Total :	18,647.31

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204156	9/29/2023	011055 WARREN OIL CO.	W1594207		N.I., GAS USED 9/5-9/19/23	
					01-17-205-73530	7,627.53
					01-19-000-73530	692.14
					01-19-020-73530	67.93
					01-21-000-73530	768.02
					60-00-000-73530	805.28
					63-00-000-73530	201.32
					64-00-000-73530	431.40
					01-26-023-73530	1,296.83
					01-26-024-73530	753.33
					01-33-300-73530	203.33
					01-12-000-73530	59.50
					01-14-000-73532	101.66
					01-14-000-73531	5,009.29
					01-42-000-73530	209.40
					Total :	18,226.96
204157	9/29/2023	020737 ZORENA, JASON	092123		REIM: CONTINUING ED UNITS "ZC	
					01-33-300-72170	30.00
					Total :	30.00
115 Vouchers for bank code : apbank					Bank total :	1,575,224.63
115 Vouchers in this report					Total vouchers :	1,575,224.63

Bank code : apbank

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 29, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Property Purchase – 17116 Oak Park Ave.

Consider purchase and sale agreement for the property located at 17116 Oak Park Avenue in the amount of \$425,000.00.

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

ORDINANCE
NO. 2023-O-060

**AN ORDINANCE FOR THE PURCHASE OF PROPERTY (17116 OAK PARK
AVENUE, TINLEY PARK, ILLINOIS 60477)**

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-0-060**AN ORDINANCE FOR THE PURCHASE OF PROPERTY
(17116 OAK PARK AVENUE, TINLEY PARK, IL)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, (the “Village”) with a population in excess of 25,000 is, therefore, a home rule unit; and

WHEREAS, pursuant to the provisions of Section 6(a) of Article VII of the Illinois Constitution, the Village 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 Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) villages incorporated under the Illinois Municipal Code may acquire and hold real and personal property for corporate purposes; and

WHEREAS, Rebecca Nichols (the “Seller”) is the owner of certain real property located at the address commonly known as 17116 Oak Park Avenue, Tinley Park, Illinois 60477 (the “Property”); and

WHEREAS, the President and the Board of Trustees of the Village (the “Corporate Authorities”) find that it is in the Village’s interest to acquire ownership of the Property; and

WHEREAS, the Seller is willing to sell the Property to the Village on terms and conditions acceptable to the Village; and

WHEREAS, the Village and the Seller desire to enter into a Purchase and Sale Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A**, whereby the Seller will convey the Property to the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to accept the conveyance of the Property pursuant to the terms of the Agreement and this Ordinance;

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

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

SECTION 2: The Agreement between the Village and the Seller is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3: The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Seller; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this Ordinance will, at the option of the Board of Trustees, be null and void.

SECTION 4: The President and Board of Trustees hereby approve the acquisition by the Village of the Property, in the manner and upon such terms as are set forth in the Agreement.

SECTION 5: The Village President, the Village Clerk, the Village Manager, the Village Finance Administrator, and the Village Attorney are hereby authorized to execute all documentation, and take all action, necessary to consummate the acquisition of the Property by the Village, as may be required pursuant to applicable law and the Agreement, including making any amendments to the Agreement or other documents in order to effectuate the intent of this Ordinance to purchase the Property.

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 3rd day of October, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of October, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A
Purchase and Sale 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 Ordinance No. 2023-O-060, “**AN ORDINANCE FOR THE PURCHASE OF PROPERTY (17116 OAK PARK AVENUE, TINLEY PARK, IL)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("Agreement") is made as of the 3rd Day of October, 2023 ("Effective Date"), between Rebecca Nichols, 17116 Oak Park Ave., Tinley Park, IL 60477 ("Seller") and the Village of Tinley Park, an Illinois municipal corporation ("Buyer"). Seller and Buyer shall each be referred to individually as a "Party" and collectively as the "Parties". Subject to the terms of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the real property known as:

17116 Oak Park Avenue, Tinley Park, Illinois 60477; PIN: 28-30-301-030-0000 (the "Property"), legally described in Exhibit A.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Financing Contingency. This Agreement is not contingent on Buyer obtaining financing.
 2. Purchase Price. The purchase price shall be Four Hundred and Twenty-Five Thousand Dollars and zero cents (\$425,000.00) ("Purchase Price").
 3. Closing. The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at Tinley Park Office of First American Title, or as otherwise agreed to by the Parties in writing.
 4. Time of the Essence; Closing Date. The Parties agree that time is of the essence as to the closing date and to all dates specified in the Agreement and all addenda.
 5. Due Diligence Period. – Buyer shall have a period of thirty (30) days following the Effective Date (the "Due Diligence Period") to conduct non-invasive due diligence related to the Property and review the title commitment. Buyer shall have the right to terminate this Agreement during the Due Diligence Period.
 6. Closing Date. The Closing Date shall be within seven (7) days after expiration of the Due Diligence Period, or any other date agreed to by the Parties, but shall not occur on a Saturday or Sunday.
 7. Post Closing Occupancy Agreement. At Closing, Purchaser and Seller shall sign the Post-Closing Occupancy Agreement, the form of which is attached hereto as Exhibit B and incorporated herein by this reference. After Closing, the Seller shall be entitled to remain on the Property pursuant to the terms of the Post-Closing Occupancy Agreement. The provisions of this Section 7 shall survive Closing.
 8. Closing Costs. Recording. Notwithstanding local custom, Buyer shall pay all costs and take all necessary steps to record the Deed.
- Seller shall not be responsible for any amounts due, paid or to be paid after Closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Buyer as current owners of the Property receives the payment, Buyer will immediately remit any refund to Seller. For purposes of any Seller concession, the term "closing costs" shall not include any amounts escrowed for taxes or insurance by a lender.
9. Condition of Property. As a material part of the consideration to be received by Seller under this Agreement, Buyer acknowledges and agrees to accept the Property in "as-is" "where-is" and "with all faults" condition at the time of closing, including, without limitation, zoning, land use or building code

requirements, open permits or compliance with any laws, rules, ordinances or regulations of any governmental authority, any hidden defects, environmental conditions affecting the Property, or the existence of mold or other pest, whether known, or unknown, whether such defects or conditions were discoverable through inspection or not.

If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Buyer nor Seller terminate the Agreement, Buyer agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the Closing. Code violations and/or open permits do not constitute title defects which impair marketability.

The Closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer. The Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

Seller shall have absolutely no duty to modify, alter, or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

Buyer waives any claim against Seller with respect to any of the Property conditions identified in this Section.

10. Disclosure of Lead-Based Paint Hazards. In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Buyer hereby acknowledges that:

A) the Buyer has received the following Lead Warning Statement, and understands its contents:

"Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B) the Buyer has received a Lead Hazard Information pamphlet;

C) Buyer hereby waives any rights and/or remedies against the Seller provided to him as a Buyer in the Residential Lead-Based Paint Hazard Reduction Act, including the Buyer's ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

11. Taxes and Special Assessments. Seller is not required to provide any tax proration at closing. Buyer shall be responsible for any taxes that become due and payable after Closing. Seller represents and

warrants that the property is being transferred free and clear of property taxes through the year of Seller's acquisition per Section 21-95 of the Property Tax Code. Subsequent taxes will not be prorated.

12. Insurable title. Seller shall order title from First American Title ("Closing Agent"). Seller shall give such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state in which the Property is located, subject only to the matters provided for in this Agreement (the "Title Policy"). Unless otherwise indicated below, Seller shall furnish Buyer, at its expense, a fee (owners) title policy, with coverage in the amount of the purchase price. Closing costs will be computed under Seller's agreed rate card with Closing Agent. If a mortgage policy is required, Buyer shall be responsible for payment of the full premium. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove these exceptions. In the event Seller is not able to (a) make the title marketable or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and the Earnest Money shall be returned to Buyer and Seller shall have no further obligation or liability to Buyer hereunder.

13. Real Estate Commission. Seller each represent and warrant to each other that it has not dealt with any real estate broker, agent, or salesperson ("Broker"), such as may give rise to any legal right or claim for commission or similar fee or compensation with respect to the negotiation and consummation of Closing of the conveyance by Seller to Buyer of the Property.

14. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Buyer, Buyer shall deliver all funds due Seller from the sale in the form of a wire transfer, in accordance with instructions provided by the closing agent. Failure to deliver funds according to the aforesaid method shall be considered a breach of this Agreement.

15. Delivery of Possession of Property. Seller shall deliver possession of the Property to Buyer at the Closing and funding of this sale. If Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Buyer under the Agreement and Seller may terminate the Agreement. At Closing, Seller is not selling or transferring any and all furniture, furnishings, window treatments, appliances, telephones, computers, registers, tools, equipment or other personal property located in or about the Property.

16. Form of Deed. The deed to be delivered at Closing shall be a Special Warranty Deed.

17. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

18. Survival. Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

19. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Buyer's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Buyer hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

20. Notices. All notices to be provided under this Agreement must be provided via email transmission to the attorney or designated representative for either Party. Notices shall be sent to:

Seller:

Rebecca Nichols
Evon's Trophies and Awards
17116 Oak Park Ave.
Tinley Park, IL 60477

Buyer:

Michael W. Glotz
Mayor
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

With copy to:

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402

21. Entire Agreement. Except as provided for in this Agreement with regard to referenced and related agreements, this Agreement constitutes the entire agreement of the Parties hereto with regard to the subject matter hereof, may only be modified in writing signed by both Seller and Buyer.

22. Miscellaneous.

- A) Sundays. Should the last day of any period called for under this Agreement fall on a Sunday, the period shall be extended to Monday.
- B) Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.
- C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby

agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

- D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- E) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.
- F) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.
- G) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.
- H) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.
- I) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- J) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[Remainder of Page Left Intentionally Blank- Signature Page Follows]

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first above written.

BUYER:
VILLAGE OF TINLEY PARK

SELLER:
REBECCA NICHOLS

By: Michael W. Glotz
Its: Mayor

By: Rebecca Nichols

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

POST CLOSING OCCUPANCY AGREEMENT



Interoffice

Memo

Date: September 29, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Property Agreement – 17116 Oak Park Ave.

Consider agreement for current business (Evon's) to rent from the village of Tinley Park until March 1, 2025 following real estate closing.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-127

**A RESOLUTION APPROVING AN AGREEMENT FOR THE POST CLOSING
OCCUPANCY OF THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE**

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

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

RESOLUTION NO. 2023-R-127**A RESOLUTION APPROVING AN AGREEMENT FOR THE POST CLOSING
OCCUPANCY OF THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE**

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 Rebecca Nichols, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Agreement provides that Rebecca Nichols shall lease and occupy the property commonly known as 17116 Oak Park Ave. in the Village of Tinley Park after the Village takes ownership of that Property, and sets forth the terms of the tenancy; 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

Exhibit 1

POST CLOSING OCCUPANCY 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-127, “**A RESOLUTION APPROVING AN AGREEMENT FOR THE POST CLOSING OF THE PROPERTY AT 17116 OAK PARK AVENUE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK

POST CLOSING OCCUPANCY AGREEMENT

This Post Closing Occupancy Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord, the Village of Tinley Park, Illinois, an Illinois municipal corporation, shall be referred to as "OWNER" and Tenant, Rebecca Nicholas, of 17116 Oak Park Ave., Tinley Park, Illinois 60477, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent to RESIDENT and RESIDENT agrees to rent from OWNER for use solely as a business, the premises located at 17116 Oak Park Ave. in the Village of Tinley Park, Illinois, referred to as "PREMISES."

1. **TERMS:** RESIDENT agrees to pay in advance one dollar (\$1.00) per annum upon taking possession of the PREMISES, and to pay one dollar (\$1.00) per annum each year thereafter. This agreement shall commence upon execution and continue until March 1, 2025, as a leasehold. RESIDENT agrees to vacate the PREMISES on or before March 1, 2025.

2. **PAYMENTS:** Rent and/or other charges are to be sent to The Village of Tinley Park, Attn: Hannah Lipman, 16250 S. Oak Park Ave., Tinley Park, Illinois 60477. All payments are to be made by check or money order. All payments are to be made payable to the Village of Tinley Park.

3. **SECURITY DEPOSITS:** RESIDENT warrants that no security deposit has been retained by OWNER in connection with this lease agreement.

4. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the PREMISES.

5. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the PREMISES which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

6. **NO ILLEGAL ACTIVITIES.** RESIDENT shall not engage in any illegal activities or allow others to engage in illegal activities on the PREMISES.

7. **DESTRUCTION OF PREMISES:** If the PREMISES become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER may terminate this Agreement immediately upon written notice to the RESIDENT.

8. **HABITABILITY:** OWNER agrees that the apartment and building comply with applicable housing codes, are fit to live and not dangerous to life, health or safety of the occupants. OWNER will be held responsible if this promise is broken, even if it is not the OWNER's fault, unless the apartment or building becomes unfit to live in due to RESIDENT 's misconduct or that of RESIDENT 's family or guests. OWNER agrees to make all necessary repairs and take all necessary action to keep the apartment and building fit to live in and to meet all housing code requirements. OWNER shall not make any improvements to the property, but rather will maintain the property in its current condition to ensure habitability.

9. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the PREMISES and that said PREMISES, all fixtures, plumbing, heating, electrical , HVAC, facilities, and/or all other items provided by OWNER are all clean, and in good satisfactory condition. RESIDENT agrees to keep the PREMISES and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the PREMISES shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the PREMISES, do not constitute reasonable wear and tear.

10. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the PREMISES without the written consent of the OWNER except as may be provided by law.

- a) **11. PROPERTY MAINTENANCE:** Owner's Responsibilities. Owner shall be responsible for maintaining the land surrounding the Building in good order and condition, including but not limited to mowing the grass, trimming of shrubs, and snow removal of driveway and common areas.
- b) Resident's Responsibilities. Resident shall deposit all garbage and waste in garbage receptacles on site. If an item to be disposed is larger than the receptacle, then Resident shall contact the waste hauler servicing the Premises to pick up and dispose of such oversized item. Resident shall maintain the waste and garbage area in clean and orderly condition.

12. BUILDING MAINTENANCE AND REPAIR. In the event that repair or replacement becomes necessary in excess of one thousand dollars (1,000.00) with respect to the following systems and features: i) HVAC systems; ii) plumbing and water systems; iii) electrical system, the roof or other material systems servicing the Premises, then the cost of such repair or replacement after submittal to any applicable insurance companies, shall be allocated as follows:

- a) Owner. Owner shall be responsible for the first one thousand dollars (\$1,000.00) of any such repair or replacement costs.
- b) Resident. Resident shall be responsible for the cost of any such repairs or replacement in excess of one thousand dollars (\$1,000.00). Additionally, Resident shall be responsible for maintaining all drains in the Building in working condition and Resident shall be solely responsible for all costs to unclog and restore to working condition all drains in the Building.

13. **TERMINATION:** After expiration of the leasing period, this Agreement shall be terminated and cannot be renewed absent written agreement by the OWNER. The PREMISES shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, resident shall be liable for additional rent and damages. Additional rent shall mean two times (2x) a comparable market rate rental to like properties as the PREMISES within the Village of Tinley Park, Illinois, as determined by OWNER.

14. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENT on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior resident to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

15. **INSURANCE:**

- a) Owner's Insurance. Owner shall maintain at all times during the term of this Agreement, the following insurance coverages:
 - i. General Liability. Owner shall maintain at Owner's sole cost, comprehensive general public liability insurance insuring the parking lot, walkway and surrounding land area, against any and all losses, claims, demands or action for injury or death of not less than One Million Dollars (\$1,000,000) for any one person and Two Million Dollars (\$2,000,000) for more than one person, except to the extent such loss is covered by Resident's general liability coverage as set forth hereinbelow;
 - ii. Hazard Insurance. Owner shall maintain fire and extended coverage for all structures for the full replacement value. In the event of a total loss of the Building, Owner shall have the right to retain all insurance proceeds without an obligation to rebuild subject to Resident's right of reimbursement as set forth in subsection a) iii. of this paragraph 15;
 - iii. Resident's Right of Reimbursement. In the event of a total loss of the Building, Tenant's rights of occupancy under this Agreement shall terminate provided that Resident shall receive from Owner the sum of \$3,000.00 times the number of months remaining under the term of the Agreement with any partial month being prorated.
- b) Resident's Insurance. Resident shall maintain at all times during the term of this Agreement, the following insurance coverages:

- i. **General Liability.** Resident shall maintain at Resident's sole cost, comprehensive general public liability insurance insuring both Owner and Resident against any and all losses, claims, demands or action for injury or death of not less than One Million Dollars (\$1,000,000) for any one person and Two Million Dollars (\$2,000,000) for more than one person, arising from Resident's conduct and operation of its business at the Premises.
- ii. **Renter's Insurance.** Resident shall maintain at Resident's sole cost, renters fire and extended insurance insuring Resident's furniture, furnishing, appliances, inventory, merchandise, tools, equipment, computers, communication systems, and all other personal property at or about the Premises and providing for business interruption coverage.

16. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the PREMISES at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the PREMISES during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

17. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the PREMISES or any part thereof without written consent of the OWNER.

18. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

19. NO WAIVER: Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

20. REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

21. NOTIFICATION REQUIREMENT: As PREMISES are a commercial property, RESIDENT is notified that the Provisions of the Cook County Residential Tenant and Landlord Ordinance, Sections 42-801 through 42-816 of the Cook County Code are inapplicable.

22. PERSONAL PROPERTY AND EQUIPMENT: Owner acknowledges that all furniture, furnishings, window treatments, appliances, telephones, computers, registers, tools, equipment, inventory, merchandise and other personal property located in and about the PREMISES are the

property of the RESIDENT and the RESIDENT shall have the right to remove all such personal property at any time through the date of expiration of the Lease.

23. **REAL ESTATE TAXES:** Owner shall be responsible for payment or exemption of all real estate taxes and special assessments accruing during the term of this Agreement.

24. **NOTICES:** All notices to RESIDENT may be served 1) at RESIDENT’S PREMISES; 2) by facsimile; or 3) by electronic messaging (email) and all notices to OWNER shall be served to Hannah Lipman, 16250 S. Oak Park Ave., Tinley Park, Illinois 60477or by electronic messaging.

25. **KEYS:** RESIDENT acknowledges possession of keys to the PREMISES and does not require OWNER to provide keys.

26. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

27. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understands this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____

RESIDENT’s Name _____

Date_____

OWNER'S Signature _____

The Village of Tinley Park, Illinois

Date_____



Interoffice Memo

Date: October 3, 2023

To: Village of Tinley Park Committee of The Whole

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Purchase of 7050-7068 171st Street Property

BACKGROUND

The acquisition of the blighted property at 7050-7068 171st Street has been a priority for the Village of Tinley Park. This property has long been a source of concern for our community due to its deteriorating condition and negative impact on the neighborhood. In an effort to revitalize this area and improve the overall quality of life for our residents, the Village has been working closely with the South Suburban Land Bank and Development Authority to facilitate the acquisition of this property.

DISCUSSION

The South Suburban Land Bank and Development Authority has successfully acquired and taken possession of the property and it is now in our interest to acquire the building from them to facilitate its remediation. The Land Bank has suggested a purchase price of \$99,900 for this property.

REQUEST

Staff is requesting the Committee of the Whole advance this item to the October 3, 2023 Village Board meeting for approval.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-059

**AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE
OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT
AUTHORITY FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 7050-7068 171ST.
STREET IN THE VILLAGE OF TINLEY PARK**

**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**

ORDINANCE NO. 2023-O-059**A ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 7050-7068 171ST. STREET IN THE VILLAGE OF TINLEY PARK**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an agreement with The South Suburban Land Bank and Development Authority for the purchase of the property located at 7050-7068 171st Street, 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 to facilitate the remediation of blighted property;

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 Ordinance 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: The Village President, the Village Clerk, the Village Manager, the Village Finance Administrator, and the Village Attorney are hereby authorized to execute all documentation, and take all action, necessary to consummate the acquisition of the Property by the Village, as may be required pursuant to applicable law and the Agreement, including making any amendments to the Agreement or other documents in order to effectuate the intent of this Ordinance to purchase the Property.

Section 5: That this Ordinance shall take effect from and after its adoption and approval.

ADOPTED this 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October 3, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Commercial Sales Contract

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-059, “**A ORDINANCE APPROVING APURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY FOR THE PURCHASE OF REAL PROPERTY,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



COMMERCIAL SALES CONTRACT



FROM: (Buyer) Village of Tinley Park

TO: (Seller) South Suburban Land Bank & Development Authority

DATE: 9/8/2023

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

7050 - 7060 171st St, Tinley Park, IL 60477

Street

City

County

State

Zip

lot size approximately .683

improvements thereon. Permanent Index No.: 28301130050000, together with

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

1. PURCHASE PRICE: Purchase Price of \$ 99,900

\$ N/A shall be tendered to Escrowee on or before _____ day(s) after Date of Acceptance. Additional Earnest Money of

\$ _____ shall be tendered by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

[check one] ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee".

The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgage Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

2. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on October 6, 20 23, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

3. FINANCING: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the ability of Buyer to secure within _____ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years, with a loan service charge not to exceed _____. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. **This Contract shall not be contingent upon the sale and/or closing of any existing real estate.**

4. PRORATIONS: Proratable items shall include, without limitation, Real Estate taxes based on NA % of most recent ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

5. POSSESSION: Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

- (a) Approve this Contract; or
- (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or
- (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or
- (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within _____ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

9. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
- (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, **then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.**
- (e) Seller shall not be obligated to provide a condominium survey.
- (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- There ☒ is ☐ is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
- The Real Estate ☒ is ☐ is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: _____

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

WARRANTY: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

21. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

22. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

Optional Provisions (Applicable ONLY if Initialed by All Parties)

26. _____ CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

27. _____ RIDERS: The terms of Rider(s) _____ attached hereto are made a part hereof.

28. _____ TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:

a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

b) **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address _____

Date of Offer _____
Buyer Signature _____
Buyer Signature _____
Print Buyer(s) Name(s) [Required] _____
Corporation/Limited Liability Corporation (LLC) _____
By – Print Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ E-mail _____

DATE OF ACCEPTANCE _____
Seller Signature _____
Seller Signature _____
South Suburban Land Bank & Development Authority
Print Seller(s) Name(s) [Required] _____
Corporation/Limited Liability Corporation (LLC) _____
By – Print Name _____
17730 Oak Park Ave., Unit D
Address _____
Tinley Park, IL 60477
City _____ State _____ Zip _____
708-381-0871
Phone _____ E-mail _____

FOR INFORMATION ONLY

Ralynne Realty Services LLC 86751
Selling Office _____ MLS # _____
Rachel L. Caldwell 104514
Buyer's Designated Agent _____ MLS # _____
708.529-5771
Phone _____ Fax _____
rachelcaldwell.realestate@gmail.com
E-mail _____
Buyer's Attorney _____ E-mail _____
Phone _____ Fax _____
Mortgage Company _____ Phone/Fax _____

Ralynne Realty Services LLC 86751
Listing Office _____ MLS # _____
Rachel L. Caldwell 104514
Listing Designated Agent _____ MLS # _____
708.529-5771
Phone _____ Fax _____
rachelcaldwell.realestate@gmail.com
E-mail _____
Denzin Soltanzadeh LLC - Brent O. Denzin - bdenzinlaw.com
Seller's Attorney _____ E-mail _____
312-380-7261
Phone _____ Fax _____
Management Co./Other Contact Phone/Fax _____

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20 ____ at ____:____ AM/PM
and rejected on _____, 20 ____ at ____:____ AM/PM _____ (Seller Initials).

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____



PLAN COMMISSION STAFF REPORT

September 21, 2023 –Public Hearing

Petitioner

Mahmoud Abuhamdeh

Property Location

9306 Walnut Lane

PIN

27-27-308-002-0000

Zoning

R-2 Single-Family
Residential

Approvals Sought

Variation

Project Planner

Jason Engberg, AICP
Planning Manager

Abuhamdeh –Accessory Structure Variation

9306 Walnut Lane

**EXECUTIVE SUMMARY**

The Petitioner, Mahmoud Abuhamdeh, is seeking a Variation from Section III.I.2.b. of the Zoning Ordinance to permit the construction of a new 1,200 square foot accessory structures to be located in the rear yard at 3906 Walnut Lane. The property is located in the R-2 Single-Family Zoning District, which allows for accessory structures to be located in the required rear yard with a maximum floor area of four-hundred (400) square feet and a maximum width of thirty-four (34) feet.

The petitioner has removed his above ground pool and begun construction on a new paver patio with an accessory canopy. The petitioner received a building permit for the paver patio but the canopy was never reviewed by zoning. Therefore, the petitioner is requesting the variation to complete the construction of the canopy.



EXISTING SITE & HISTORY

The subject property is an interior lot that is approximately 12,150 square feet in size and is located in the Timber Estates subdivision, located northeast of the 175th Street and 94th Avenue intersection. The original house was built in the early 1990's and the owner had an above ground pool and deck which was removed this year to install a new patio.

ZONING & NEARBY LAND USES

The subject property is located within the **R-2 Single-Family Residential Zoning District**. The table below indicates the surrounding zoning and land uses in the area:

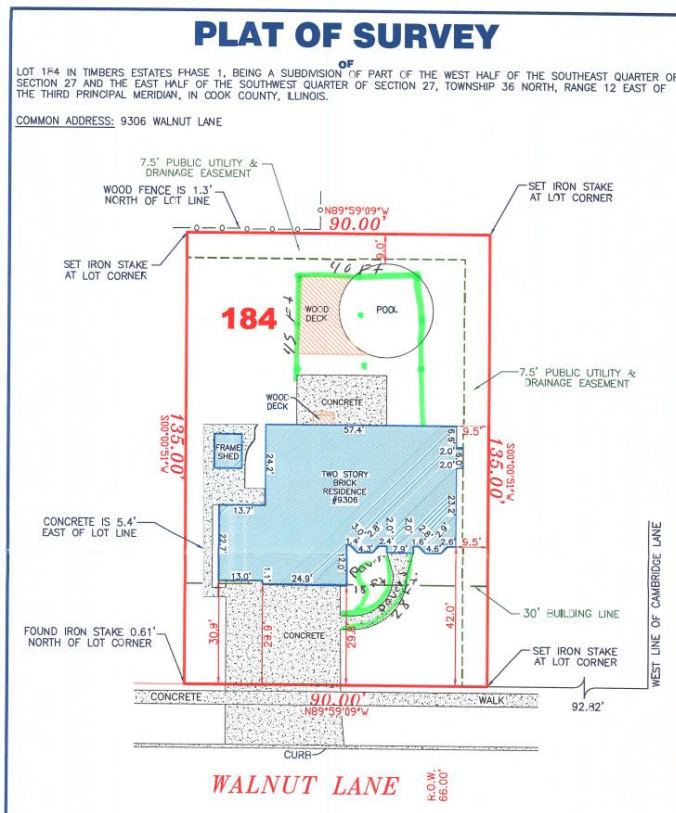
Direction	Zoning	Land Use
North	R-2 Single-Family Residential Zoning District	Detached Homes
East	R-2 Single-Family Residential Zoning District	Detached Homes
South	R-2 Single-Family Residential Zoning District	Detached Homes
West	R-2 Single-Family Residential Zoning District	Detached Homes

The subject property is located within a fully developed and complete residential neighborhood.

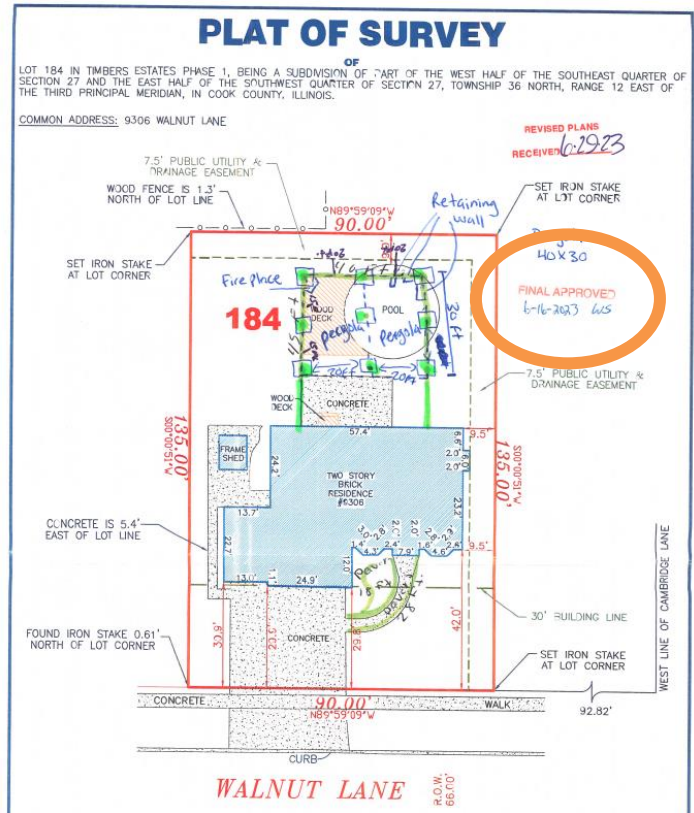
PROPOSED STRUCTURE & BUILDING PERMIT PROCESS

The petitioner initially applied for a paver patio in their rear yard in June 2023. The permit application was submitted with a plat of survey attachment which illustrated a forty-five-foot (45') by forty-foot (40') area to be designated for a paver patio. The existing wood deck and above ground pool indicated on the plat of survey were to be removed. Additionally, the petitioner was replacing their front walkway with paver patio blocks. Since the proposed patio met all regulations within the zoning ordinance, it was approved by the Zoning Administrator and forwarded to the Building Department for review.

The petitioner was contacted by Building Department staff as a material list attached to the application did not align with a paver patio. The petitioner stated that a canopy over the patio was going to be installed and staff required the petitioner to supply building plans for this addition in a revised application. The petitioner then provided a plan showing the footings for the canopy with dimensions as well as a sketch of the structure. The petitioner's newly revised plan was drawn over the existing plat of survey which was stamped for approval. Therefore, the permit application was not routed to the Zoning Administrator for review, and a building permit was issued for the canopy at the end of June.



Original Paver/Patio Submission



Revised Submission (see orange circle)

The construction of the patio commenced in July and the canopy structure began to be erected in August. At this time nearby residents contacted the Village and asked to investigate if the structure was permitted. On August 17th staff examined the entire permit application and it was noticed that zoning approval was not conducted for the canopy. A stop work order was issued that day so proper zoning review could be conducted.

The Zoning Administrator conducted his review and noted that the canopy is not permitted as an accessory structure as Section III.I.2.b of the Zoning Ordinance states the following for residential accessory structures:

The maximum floor area shall be seven hundred twenty (720) square feet for a detached garage, two hundred (200) square feet for a storage shed, and four hundred (400) square feet for all other structures. The width of any structure shall not exceed 34 feet;

The proposed structure is eight-hundred (800) square feet over the maximum floor area size and six feet (6') over the maximum width for permitted accessory structures. Therefore, the only way for the petitioner to continue to construct the canopy was to receive a variation from the code for these nonconformities. He applied promptly for this variation to finish the construction of the canopy.

It should be noted that while Code Enforcement was notifying the petitioner in mid-August of the stop work order, they were installing electrical lights on the structure without a permit. The petitioner was notified that they were required to obtain a permit for this work after and if the stop work order was lifted. Also, as of September 14th, the petitioner finished the roof of the canopy and installed shingles on it even though a stop work order was in place.



VARIATION REQUEST

The Petitioner is proposing to complete their canopy in their required rear yard. As stated previously, the petitioner is requesting relief from Section III.I.2.b. to increase the overall maximum floor area for a residential accessory structure to one-thousand-two-hundred (1,200) square feet and to increase the maximum width of a residential accessory structure to forty feet (40'). **The canopy over the patio is the only structure requiring a variance. The patio, retaining wall, and outdoor kitchen are permitted in their current location.**

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.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
2. The plight of the owner is due to unique circumstances.
The petitioner has a unique situation where a building permit was issued for their project. While the proper zoning review was not conducted for all parts of the project, the petitioner believed they had received proper authority to move forward with construction.
3. The Variation, if granted, will not alter the essential character of the locality.
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

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

Variation:
"...make a motion to recommend that the Village Board grant the Petitioner, Mahmoud Abuhamdeh, a Variation from Section III.I.2.b of the Zoning Ordinance, to permit a residential accessory structure to be constructed which has a maximum floor area of one-thousand two-hundred square feet and a maximum width of forty feet at 9306 Walnut Lane, in the R-2 Single-Family Residential Zoning District, consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the September 21, 2023 Staff Report.


LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application for Variation	Petitioner	8/17/2023
2	Building Permit Application	Petitioner	6/14/2023
3	Revised Plan for Canopy	Petitioner	7/13/2023
4	Photos of Canopy	Staff	8/17/2023

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize  (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: _____

Property Owner Name (Print): _____

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature: _____

Property Owner Name (Print): _____

Applicant Signature:
(If other than Owner)

Applicant's Name (Print): _____

Date: _____

8/17/23



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

VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

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

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

PROJECT & PROPERTY INFORMATION

Project Name: ABUHAMDEH

Project Description: Set BACK Variation

Project Address: 9306 WALNUT LANE Property Index No. (PIN): _____

Zoning District: _____ Lot Dimensions & Area: _____

Estimated Project Cost: \$ 65,000

OWNER OF RECORD INFORMATION

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

Name of Owner: Abuhamdeh Company: _____

Street Address: 9306 WALNUT LANE City, State & Zip: Tinley Park, IL 60487

E-Mail Address: Bela177920@yahoo.com Phone Number: 708-745-8748

APPLICANT INFORMATION

☒ Same as Owner of Record

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

Name of Applicant: _____ Company: _____

Relation To Project: _____

Street Address: _____ City, State & Zip: _____

E-Mail Address: _____ Phone Number: _____



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

VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Variation** from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

- ☒ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☐ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☐ A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.
- ☒ A Plat of Survey of the property that is prepared by a registered land surveyor and has all up-to-date structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.
- ☒ Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.
- ☐ Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).
- ☒ Residential Variation Hearing Fee - \$250 + \$75 per additional Variation
Commercial Variation Hearing Fee - \$500 + \$75 per additional Variation

STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

- A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

Building Permit WAS Already issued and I
was under the understanding OF I WAS permitted -

- B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

Structure has already been built.

- C. Describe how the above difficulty or hardship was created.

Build Permit has been issued already.

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

= SAME

- E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

= SAME

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.

THE Pergula is totally 100% on my property
and does not affect any of my Surrounding Neighbors.

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality.

its Common with other properties in the area.

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

N/A

2. Substantially increase the congestion of the public streets.

N/A

3. Increase the danger of fire.

N/A

4. Impair natural drainage or create drainage problems on adjacent property.

N/A

5. Endanger the public safety.

N/A

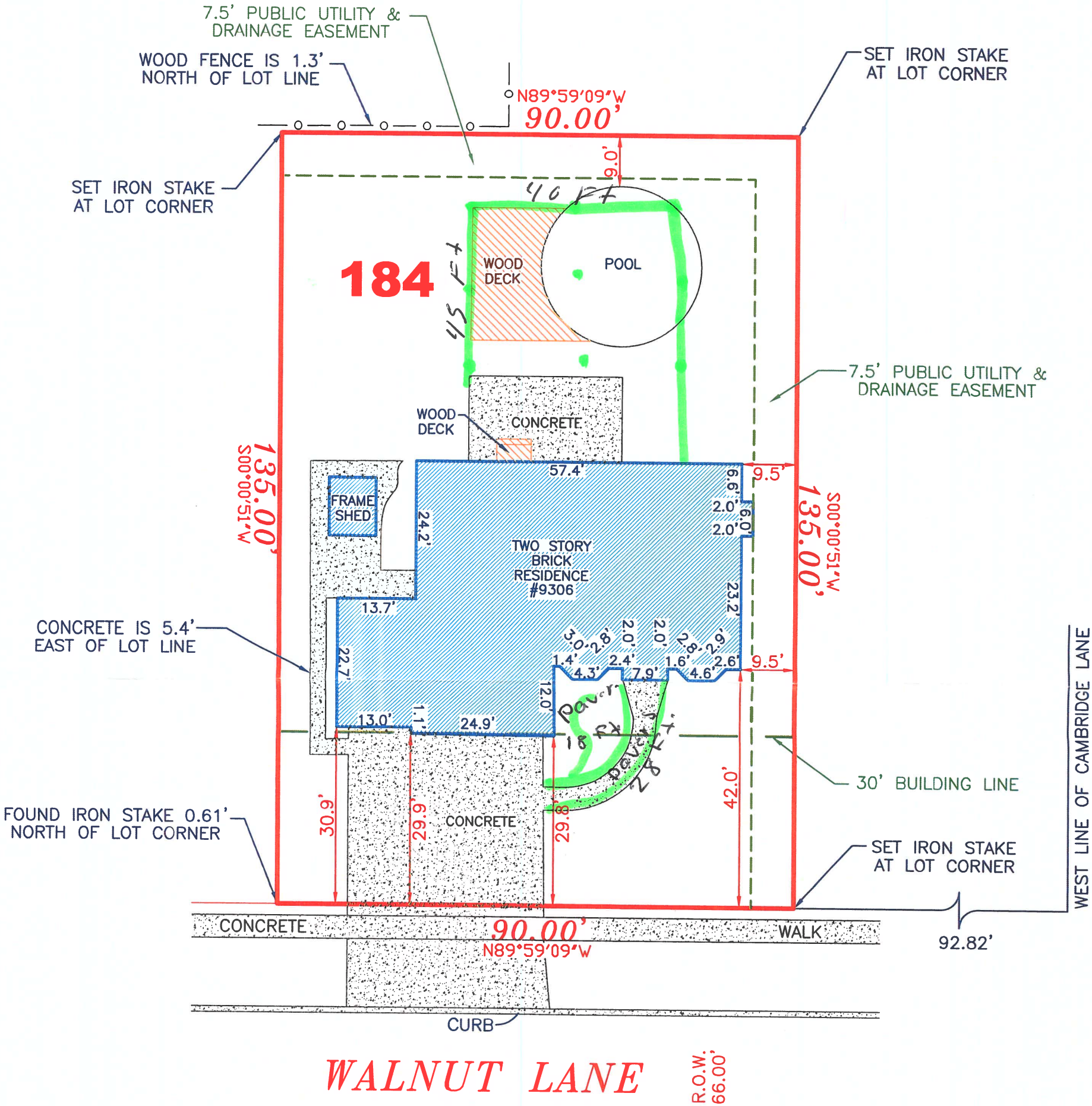
6. Substantially diminish or impair property values within the neighborhood.

N/A

PLAT OF SURVEY

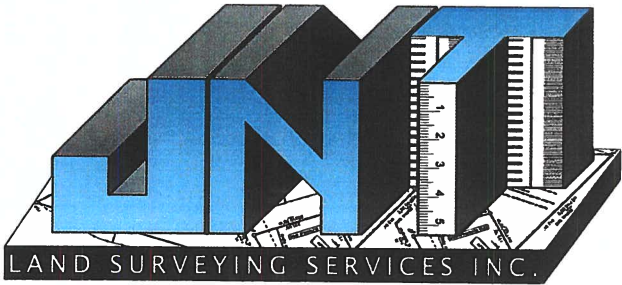
LOT 184 IN TIMBERS ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 9306 WALNUT LANE



CLIENT: TOSCAS LAW GROUP, LLC

AREA OF SURVEY = 12150 SQ.FT.
BASIS OF BEARINGS: RECORD SUBDIVISION PLAT



STATE OF ILLINOIS } S. S.
COUNTY OF WILL }

FIELD WORK COMPLETED ON 2ND DAY OF JULY, 2020.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 6TH Day of JULY, 2020.

IPLS No. 3354

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCE.

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO. 184.004450
EXPIRES 4/30/21

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. LICENSE EXPIRES 11/30/20

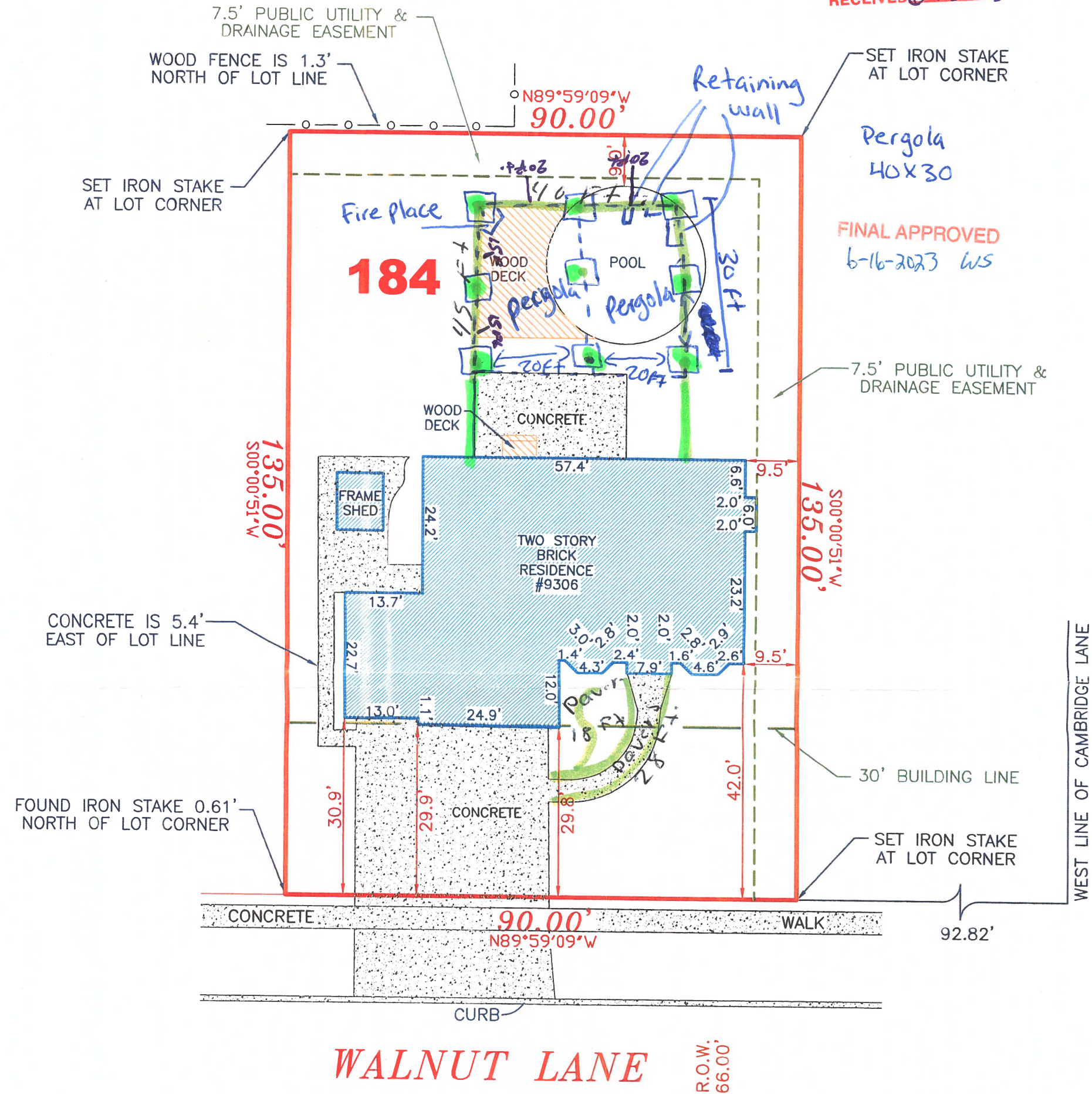
PLAT OF SURVEY

OF

LOT 184 IN TIMBERS ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 9306 WALNUT LANE

REVISED PLANS
RECEIVED 6.29.23



CLIENT: TOSCAS LAW GROUP, LLC

AREA OF SURVEY = 12150 SQ.FT.
BASIS OF BEARINGS: RECORD SUBDIVISION PLAT



STATE OF ILLINOIS } S. S.
COUNTY OF WILL }

FIELD WORK COMPLETED ON 2ND DAY OF JULY, 2020.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 6TH Day of JULY, 2020.

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PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO. 184.004450
EXPIRES 4/30/21

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. LICENSE EXPIRES 11/30/20

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-054

**AN ORDINANCE GRANTING VARIATIONS TO PERMIT A RESIDENTIAL
ACCESSORY STRUCTURE AT 9306 WALNUT LANE**

**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

ORDINANCE NO. 2023-O-054**AN ORDINANCE GRANTING VARIATIONS TO PERMIT A RESIDENTIAL
ACCESSORY STRUCTURE AT 9306 WALNUT LANE**

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 has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Mahmoud Abuhamdeh ("Petitioner"), to grant Variations to permit the construction of a 1,200 square foot, 40 foot wide residential accessory structure with nature gas service; and

WHEREAS, the Village of Tinley Park Plan Commission held a Public Hearing on the question of whether the Variations should be granted on September 21, 2023, at the Village Hall of this Village at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, after hearing testimony on the petition, the Plan Commission found that the petition did not meet the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variations and voted 0-5, recommending the Village President and Board of Trustees deny the petition for Variations; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Variations 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: That the foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: That 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 he has met the standards for granting the Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein are in the public good and in the best interest of the Village and its residents and are consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The property may still be utilized as a single-family detached home with a conforming patio and outdoor kitchen. The code restricts the overall size of residential accessory structures to ensure that the neighborhood character is not affected. The Petitioner may construct a canopy that meets the standards set forth in the Zoning Ordinance that would yield a reasonable return of the use.
2. The plight of the owner is due to unique circumstances.
 - There are no unique features of the lot size, topography, or any other hardships that create a unique circumstance for this property. The Petitioner has ample space in the rear yard to construct a conforming residential accessory structure.
3. The Variation, if granted, will not alter the essential character of the locality.
 - The size of the structure does not fit within the surrounding neighborhood of conforming structures. Due to the location of the lot and its visibility from several rights-of-way, the structure seems out of place with other smaller and conforming residential accessory structures in the area.
4. Additionally, the Plan Commission also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;

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

SECTION 3: That the Variations set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: LOT 184 IN TIMBERS ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-27-308-002-0000

COMMONLY KNOWN AS: 9306 Walnut Lane, Tinley Park, Illinois

SECTION 4: That the following Variations are hereby granted to the Petitioner in the R-2 (Single-Family Residential) Zoning District at the above-mentioned Property, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**:

- 1. A Variation from Section III.I.2.b. to increase the maximum allowable floor area of a residential accessory structure from four-hundred (400) square feet to one-thousand-two-hundred (1,200) square feet;
- 2. A Variation from Section III.I.2.b. to increase the maximum allowable width of a residential accessory structure from thirty-four feet (34’) to forty feet (40’);
- 3. A Variation from Section III.I.2.g to permit the installation of a natural gas line to a residential accessory structure.

SECTION 5: That 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 17th day of October 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of October 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-054, “**VARIATIONS TO PERMIT A RESIDENTIAL ACCESSORY STRUCTURE AT 9306 WALNUT LANE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October 2023.

VILLAGE CLERK

Exhibit A

Per the September 21, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application for Variation	Petitioner	8/17/2023
2	Building Permit Application	Petitioner	6/14/2023
3	Revised Plan for Canopy	Petitioner	7/13/2023
4	Photos of Canopy	Staff	8/17/2023

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE SEPTEMBER 21, 2023 REGULAR MEETING

**ITEM 3: PUBLIC HEARING – 9306 WALNUT LANE ACCESSORY STRUCTURE –
9306 WALNUT LANE – VARIATION APPROVAL**

Consider recommending that the Village Board grant Mahmoud Abuhamdeh (Petitioner) Variations from Section III of the Tinley Park Zoning Ordinance to increase the maximum floor area of an accessory structure and to increase the maximum width of an accessory structure within the R-2 (Single-Family Residential) Zoning District. The Petitioner is proposing to erect a canopy and paver patio in the required rear yard at 9306 Walnut Lane.

Present Plan Commissioners: Acting Chair Steve Sepessy
Angela Gatto (Recused)
Terry Hamilton
James Gaskill
Eduardo Manu
Kehla West

Absent Plan Commissioners: Chairman Garrett Gray
Andrae Marak
Kurt Truxal

Village Officials and Staff: Daniel Ritter, Community Development Director
Jason Engberg, Planning Manager
Michael Coleman, Building Official
Jarell Blakey, Management Analyst

Petitioners: Mahmoud Abuhamdeh, Owner of 9306 Walnut Lane

Members of the Public:

CHAIR GATTO introduced item 3 then introduced a motion to recuse herself from the proceedings and allow COMMISSIONER SEPESSY to act as chair of the meeting. COMMISSIONER GASKILL seconded the motion. The motion carried by way of a unanimous roll call vote.

CHAIR SEPESSY certified the publication of item 3 in the local newspaper in accordance with state law. Then invited staff to give their presentation.

CHAIR SEPESSY entertained a motion to open the public hearing for item #3. COMMISSIONER WEST made the motion, COMMISSIONER HAMILTON seconded. The motion was declared

carried via unanimous voice vote.

Jason Engberg, Planning Manager presented the staff report.

CHAIR SEPESSY swore in all members of the public wishing to speak on the matter.

Andrea Beloit noted concerns with the development due to the fact that the project was done without the necessary permitting and work was continued during the issuance of a stop work order. She continued to note that if the proposed variances are approved without the petitioner going through the necessary zoning process prior to construction it would be setting a dangerous precedent. Andrea concluded by raising concerns with drainage as a result of the project.

Susan Arvance began her commentary by stating her proximity to the project and provided a description of the project from her point of view noting that the petitioner has constructed an outdoor kitchen with multiple gas grills, a warming shelter, a large screen television, and improperly placed utilities have been supplied to these items. Susan then asked if there was a requirement to provide a plat of survey during the building permitting process.

Jason Engberg responded that the petitioner did submit a plat of survey with the project.

Susan then asked about the proximity of the gas lines ran to the project noting concerns with potential overloading of the utility lines as placed. Susan continued to note that the construction of this project has caused her to have diminished use of her yard due to nuisances that have accompanied the construction of the project specifically noting noise concerns from the television and lighting disturbances from the lights in the pavilion. She continued to note that the project was built outside of Village standards referencing the height of the structure against the shed in her rear yard which stands at 15 feet, 3 feet below the 18-foot code for accessory structures. Susan then noted concerns with the construction of the project in regards to the durability of the pavilion and asked if the project has been inspected.

Mike Coleman, Building Official answered that a rough building inspection has been completed and clarified that it is an enclosed roofed structure which has requirements that are specified in span tables that the Village uses. He continued to note that the drawings that were received were less than desirable to be approved due to the load that the structure is bearing. Mike noted that there are ways to address the load bearing concerns on the project that can be used depending on the outcome of the Plan Commission and Village Board meeting. Mike explained to Susan that if the project is approved, the Building Department will work with the petitioner to make any necessary corrections and if the project is denied, the Building Department will begin enforcement procedures in accordance with the municipal code.

Susan commented that she is strongly opposed to the proposed project and feels that variances should not be granted when the variance will negatively impact other neighbors in the region. She continued to note that due to the construction of the project she can no longer utilize her property as she wishes to due to noise and light complaints. Susan continued by addressing concerns with improper drainage of waste water from the project's outdoor kitchen in the Village storm sewer.

COMMISSIONER WEST asked Susan if the drainage was going into a street gutter or a manhole.

Susan confirmed that the drainage was going into the storm sewer in the drainage easement.

COMMISSIONER WEST asked Susan to clarify the current drainage materials on the project.

Susan confirmed that the petitioner installed PVC Piping that is connected to the outdoor sink on the patio. She then noted the presence of an unpleasant odor that is coming from the improper drainage on the project. Susan continued her commentary by citing the zoning code, informing the commission that residences in the Village are only allowed one accessory structure and the construction of this project is a violation due to the petitioner having a shed as the principal accessory structure. She then noted a concern with flooding in her rear yard due to the construction of this project.

CHAIR SEPESSY commented that the commission hears her concerns and understands the issues that she has.

Susan concluded her commentary by citing that the project is beyond the 34% lot coverage requirement.

A member of the public commented that she has been through the zoning entitlement process and was previously denied although the proposed project was to address an ADA concern. She continued to note that she lives near Bulldog Field so she sympathizes with the concerns of Susan Arvance in regards to noise complaints. She concluded her commentary by saying that the petitioner should not be granted a variance due to the lack of conformance to the stop work order and lack of uniformity to the neighborhood.

CHAIR SEPESSY swears in Mahmoud Abuhamdeh, petitioner and owner of 9306 Walnut Lane.

Mahmoud Abuhamdeh began his commentary by stating that he and his team submitted the appropriate documentation for the proposed project. He then explained that he built the entire patio/pavilion structure due to safety concerns for his children. He continued by stating that the gas lines in the project were approved and admitted that he was unaware of the need for a permit if electrical work was being completed by the homeowner and then he proceeded to apply for the permit. Mahmoud continued by stating that the footprint of the project is the same as the previous pool and deck that he had in the yard. He then noted that Susan is the only neighbor that has complained about the structure and that the structure was built to code.

Mahmoud continued his commentary by stating that he did not ignore a stop work order but that he was out of town and the company that did the work utilized a workforce of individuals who do not speak English fluently. This issue caused a breakdown in communication that led to the continuing of work during the stop work order. Mahmoud also commented that once he was aware of the situation he informed the crew to stop working but wanted to do so at a point that was safe to do so. Mahmoud stated that at the time he was aware of the stop work order the roof was incomplete and implied that stopping at this point would be unsafe.

2 grills – Tracer wire (58:30)

Mahmoud Abuhamdeh noted that he has attempted to work with his neighbor Susan to address any concerns she may have specifically mentioning that he is willing to turn off lights and mitigate excess noise. He continued by stating that the work he has been doing on the project has been minimal and does not produce excess noise.

Mahmoud Abuhamdeh then addressed the drainage concern that was mentioned by Susan. He stated that there has been a drainage issue on his property since he first purchased it and the structure is not the cause of the excess water pooling in the drainage easement. He concluded his commentary by stating that all work done is up to code.

CHAIR SEPESSY opened the floor up to questions from the commissioners.

COMMISSIONER WEST asked if gas companies are allowed to install gas lines in opposition to Village code.

Mike Coleman clarified that the gas company does not install gas lines, all they provide is service to the meter. Anything beyond the meter is private contract. He continued to note that the Village plumbing inspector noticed the gas line when inspecting a different part of the project and noted the supply lines were undersized for the proposed use and that inspections for this project are currently incomplete as the project is still in review.

COMMISSIONER WEST asked about the relevance of the review of gas lines if utilities are not allowed to be ran to accessory structures.

Mike Coleman agreed with COMMISSIONER WEST.

COMMISSIONER WEST then asked the petitioner to clarify whether the sink was on.

Mahmoud Abuhamdeh stated that it was not currently on.

COMMISSIONER WEST asked the petitioner to clarify whether the sink was currently tied into the existing sewer system for the home.

Mahmoud Abuhamdeh stated that the sink is draining to the sewer.

COMMISSIONER WEST clarified that the sink was draining to the storm sewer.

Mahmoud Abuhamdeh stated that it was connected to the home sewer. Then stated it is the sewer to the rear of the house located near the structure.

COMMISSIONER GASKILL informed the petitioner that is a storm sewer not a sanitary sewer.

Mahmoud Abuhamdeh noted that he was unaware of the difference and stated that there was no waste in that water.

COMMISSIONER WEST noted that the water is still considered “gray water” and is not suitable to be drained into the storm sewer.

COMMISSIONER HAMILTON noted he had no questions at this time.

COMMISSIONER MANI asked the petitioner if he submitted all the necessary documents at the time of permit submission.

Mahmoud Abuhamdeh stated that he supplied all necessary documents including drawings and a copy of the contract then asked Jason Engberg if he had the permit submission.

Jason Engberg stated that the permit application cited the construction of a paver patio which caused the permit application to be routed to zoning only analyzing the paver patio which was permitted. Jason clarified that the focus of the proposed variances are primarily for the structure not the outdoor kitchen and patio.

Mike Coleman informed the commission that the permit submittal was reviewed by the zoning administrator and another village inspector for approval. He clarified that during review the zoning administrator approved the project for what the application stated and the inspector noticed that the scope of work provided was indicative of more than just a paver patio then informed the petitioner that he would need to revise the permit application. Mike continued to note that the village was not in possession of any of the necessary documents for a raised structure at the time of permit submission. Mike also clarified that the Village had no information on the sink that was placed in the structure and that it is considered a plumbing fixture that will need to be tied into the home sanitary sewer due to it producing waste water.

COMMISSIONER WEST noted the stop work order was issued on August 17, 2023 and the petitioner stated they were out of town. She asked the petitioner when he returned.

Mahmoud Abuhamdeh stated that he returned the following week and that all substantive work was completed prior to the issuance of a stop work order. Then stated that any work that was completed was minor work.

COMMISSIONER WEST clarified asking if there was any structural work occurring after the stop work order.

Mahmoud Abuhamdeh stated that no additional structural work was completed.

COMMISSIONER WEST asked the petitioner when the roof was completed.

Mahmoud Abuhamdeh responded that he was unsure.

Mike Coleman noted that it was after August 17, 2023 based on the pictures provided in the staff report that showcased the roof on the date of the stop work order and the condition of the structure on September 21, 2023.

COMMISSIONER WEST asked the petitioner if the roof was put on after the stop work order Mahmoud Abuhamdeh stated that he did not believe so and is under the impression that it was completed the same day as the contractors he hired continued to work.

COMMISSIONER WEST asked the petitioner to confirm that no one on the construction team spoke English.

Mahmoud Abuhamdeh stated that the only person that he knows speaks English is the owner of the company.

COMMISSIONER WEST stated that someone on the project should have some knowledge of a stop work order if they are able to understand English on a business-level.

Mahmoud Abuhamdeh stated that code enforcement came by the property after the time the manager of the company was on-site.

COMMISSIONER WEST asked the petitioner if he was the only adult in his home.

Mahmoud Abuhamdeh stated that his wife was present but she does not speak English.

COMMISSIONER MANI asked if the petitioner included all necessary documents in the permit submittal.

Mahmoud Abuhamdeh stated that he supplied all the necessary documents with dimensions and all other necessary components.

COMMISSIONER WEST asked why the petitioner diverted from the plan as shown.

Mahmoud Abuhamdeh stated that the Village was aware of the change.

Mike Coleman stated that he does not believe the project was approved with 8 pillars instead of 9. He stated that the Village has been made aware but it was not approved.

Mahmoud Abuhamdeh stated that he believes the structure is fortified.

COMMISSIONER GASKILL asked how far along the project was at the time of the stop work order.

Jason Engberg referenced the pictures in the staff report that showcased the roof on the date of the stop work order and the condition of the structure on September 21, 2023. Jason informed the commission that there are additional pictures as well.

CHAIR SEPESSY asked staff to clarify how a stop work order is issued.

Mike Coleman stated that a stop work order is issued in person by talking to an adult on the property and then a sticker is applied to the project.

COMMISSIONER WEST then asked Mike to clarify the stickering process.

Mike Coleman informed her that there are actual stop work stickers that are placed on site informing them of the need to cease work.

COMMISSIONER GASKILL asked if gas and electric were installed prior to August 17, 2023.

Mahmoud Abuhamdeh stated that he was not sure.

COMMISSIONER WEST interjected and stated that the grills were there at that point.

Mahmoud Abuhamdeh agreed and stated that the grills were on-site so the cutouts for them would be accurate.

COMMISSIONER GASKILL clarified that his question was specifically concerning gas and electric.

Mahmoud Abuhamdeh stated that the gas and electric were installed after he revised the permit application.

COMMISSIONER WEST asked if the village approved the gas line.

Mahmoud Abuhamdeh stated that a third-party company inspected and approved the gas line.

Mike Coleman informed the commission that the Village uses Lakeside Consulting for building inspections during times of increased activity. He stated that the inspector that completed the inspection only did so based on the building code not the zoning code and informed the petitioner that the supply lines were too small for the intended use. Mike continued to clarify that without the spec sheets for the gas grills that were not supplied, the Village could not make an adequate assessment of the supply lines. However, he stated that if the placement of the gas lines are in conflict with the zoning ordinance then the gas lines would need to be removed.

COMMISSIONER WEST stated that the gas lines being evaluated was irrelevant to the request because gas lines are not permitted in accessory structures.

Mike Coleman clarified that if the petitioner had an outdoor grill that was not covered by the pavilion, it would be an allowed use.

Jason Engberg clarified that the zoning ordinance specifically states that residential accessory structures cannot have sanitary, plumbing, or gas in them.

Mahmoud Abuhamdeh noted that there was a gas line installed previously because his pool had a heater installed.

COMMISSIONER GASKILL noted that the pool heater was considered an appliance so it was allowed.

Mike Coleman clarified that the reason accessory structures cannot have plumbing, gas, or sanitary utilities is because it becomes occupiable space.

COMMISSIONER GASKILL asked if August 17 the roof was added and the rear wall to the patio was completed.

Mahmoud Abuhamdeh noted that there were no issues noted with the patio.

Jason Engberg clarified that the petitioner's property slopes downward so it is possible the patio portion was completed but he is unsure.

COMMISSIONER WEST asked if any work was done on the patio after August 17.

Mahmoud Abuhamdeh stated that he was unsure.

COMMISSIONER GASKILL noted that the petitioner should have some knowledge of a project happening at his home.

Mahmoud Abuhamdeh noted that he works 16 hours per day and did not actively pay attention to the progress of the project.

COMMISSIONER GASKILL asked if he had taken any time to track the progress of the project.

Mahmoud Abuhamdeh stated 'absolutely' then asked the commissioners to clarify their questions so he could adequately answer.

COMMISSIONER WEST clarified and asked if any work was done on the patio or pavilion structure after the stop work order was issued.

Mahmoud Abuhamdeh stated 'yes'

COMMISSIONER WEST asked the petitioner why.

Mahmoud Abuhamdeh stated that the patio was not part of the stop work order and that it was only for the gazebo.

Jason Engberg clarified that the stop work order was for the entire project to his understanding.

Mike Coleman concurred and stated it was a stop work order on all work included on the permit. He continued to note that on the date of the stop work order it was an open-air structure to a fully roofed structure by the date of the meeting.

COMMISSIONER GASKILL commented that if the petitioner notes that his property is located on the highest lot in the area how does he expect the commission to believe that everyone else's water goes into his yard.

Mahmoud Abuhamdeh stated that this has been an issue since he purchased the home. He continued to state that he thought it was the pool but after further evaluation it was determined it was not the pool.

COMMISSIONER GASKILL asked about the location

Mahmoud Abuhamdeh stated that the drain is located behind his home.

CHAIR SEPESSY asked if the petitioner if he ever contacted the Village regarding the drainage issue.

Mahmoud Abuhamdeh stated he did one time.

CHAIR SEPESSY asked what happened as a result.

Mahmoud Abuhamdeh stated that he did not remember.

Mike Coleman noted that the storm sewers are performing as intended and explained that pooling water in a drainage easement is not uncommon unless the water sits for an extended period of time.

CHAIR SEPESSY noted that he is familiar with this as he is located near a detention pond that fills and drains.

Mahmoud Abuhamdeh stated that he is not the only person who thought it was an issue with the pool.

CHAIR SEPESSY asked if there was anything else the petitioner wanted to add.

Mahmoud Abuhamdeh reiterated his rationale for constructing the patio and pavilion then stated that there would be no major parties happening at his home as a result of this project.

COMMISSIONER WEST stated that the petitioner should call the police if speeding cars are an issue.

COMMISSIONER HAMILTON commented that it appears that there was a miscommunication in the permitting process.

Jason Engberg clarified that the initial submission did not include all the necessary documentation, the description did not include the pavilion or pillars, and the mistake was caught during the review stage. The permit was advanced to issuance due to the revised plans being submitted on a plat of survey that was previously stamped as approved.

COMMISSIONER HAMILTON noted that it doesn't appear to be any gross negligence to the permitting process but rather a miscommunication in the permitting process.

COMMISSIONER GASKILL commented that not all the necessary information was included on the original submittal.

COMMISSIONER WEST commented that what was actually constructed is not reflected by the plat that was submitted.

COMMISSIONER HAMILTON clarified that his point is that the information was available at the time of the original submittal.

Mahmoud Abuhamdeh agreed with the commissioner and conceded that he did not provide drawings for the structure but did include the materials and the scope of work.

COMMISSIONER HAMILTON commented that it appears there was a good faith effort to provide the information and there was a breakdown in the permitting process.

Jason Engberg commented that if a building permit was issued and there was a zoning error that was caught after issuance, it does not supersede the zoning code. That is the reason for the requested variance.

COMMISSIONER WEST clarified that she did not intend to imply malfeasance.

Mike Coleman clarified that when a building permit is reviewed it is initially review for code compliance but a project is not approved until all necessary inspections are completed. He stated that it was reviewed from a building code perspective not a zoning.

Mahmoud Abuhamdeh stated that he understands a stop work order was issued and that work was stopped. He contended that any other work completed was done as maintenance to his home. He continued to state that it was not a danger.

COMMISSIONER WEST asked the petitioner to confirm that no additional work on the structure was completed after the stop work order on August 17, 2023.

Mahmoud Abuhamdeh stated that if any work was done it was within two to three days after the stop work order. He continued to state that when he was back in town he informed the construction crew to stop working. Mahmoud then stated that the crew has multiple projects and that may have caused some confusion.

COMMISSIONER WEST asked "They have multiple projects and are unfamiliar with a stop work order?"

Mahmoud Abuhamdeh stated that he believes they are aware of what a stop work order is but they might be so busy that there was confusion.

Susan Arvance approached the commission with video and photographic evidence of work occurring after the stop work order. She also contended that she had proof of the petitioner being home during the time that he claimed to be out of town.

Susan Arvance continued to show a video of work being completed on September 7, 2023. After showing the video she contended that the petitioner has not been working good faith.

CHAIR SEPESSY asked if there was any additional public comment.

Jason Engberg clarified for the commission that code enforcement entered pictures dated September 15, 2023 showing work being completed.

COMMISSIONER WEST made a motion to close the public hearing. Second by COMMISSIONER GASKILL. The motion carried by unanimous voice vote.

Jason Engberg presented the standards.

COMMISSIONER GASKILL asked if the motion could be amended to be read in the negative.

Jason clarified that all motions are written in the affirmative and if the commission wishes to vote against they must signify so with a “no” vote.

COMMISSIONER WEST asked if she made the motion would she be obligated to vote in the affirmative.

Jason Engberg informed her that she would just be making the motion and can still vote either in the affirmative or negative.

COMMISSIONER WEST made a motion to recommend that the Village Board grant the Petitioner, Mahmoud Abuhamdeh, a Variation from Section III.I.2.b of the Zoning Ordinance, to permit a residential accessory structure to be constructed which has a maximum floor area of one-thousand two-hundred square feet and a maximum width of forty feet at 9306 Walnut Lane, in the R-2 Single-Family Residential Zoning District, consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the September 21, 2023 Staff Report.

CHAIR SEPESSY noted that the motion died due to the lack of a second.

COMMISSIONER GASKILL asked what happens next.

Jason Engberg explained the process moving forward.

Daniel Ritter, Community Development Director informed the commission that the need to make the motion and second it is to advance the motion to a vote. He continued to inform the commission that if they choose not to vote it would still go before the board without a recommendation. However, if the commission wishes to recommend denial they will need to vote against the motion. He further explained that the motions are written in the affirmative because it is clearer to the board what the intentions of the commission are.

COMMISSIONER GASKILL asked if all variations are combined into one. Jason Engberg clarified that they are all in one motion.

COMMISSIONER GASKILL seconded the motion made by COMMISSIONER WEST. The motion was not carried by unanimous votes in the negative.

DRAFT



Interoffice Memo

Date: September 19, 2023

To: Committee of The Whole

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Implementation of Transfer Stamps

SUMMARY

Currently, the Village of Tinley Park does not regulate or specifically track transfer of properties within the Village. The Village only requires that a new property owner supply a change of owner form (and pass inspections) for commercial and multi-family properties. The current process does not account for residential or vacant property transfers and often leaves new residents on the hook for non-compliant properties or fees owed to the village. Additionally, commercial property owners are usually notified of violations, money owed, liens, illegal subdivision, zoning compliance or other potential issues after they have already closed. As an alternative measure to the current processes, the Village should evaluate implementing transfer stamps. The program is widely adhered to in Illinois and Chicagoland as several municipalities are utilizing the transfer stamp program (see Appendix A).

DISCUSSION

The transfer stamp process is a simple and efficient method of tracking and regulating all property transfers in the Village. Under this process, a transfer stamp is required for all property sales or transfers within the Village. The stamp indicates that the property has been inspected and approved for transfer by the appropriate departments, including the Community Development Department, Public Works, Finance and Fire Department(s). This process reduces the time and resources required to review property transfers, provides an additional revenue source for the village, and is required for all properties in the Village, not just commercial ones. The fee for transfer stamps varies depending on the value of the property being transferred. The cost of a transfer stamp is typically around \$3 per \$1,000 of the sale price of the property. However, staff is suggesting a fee of \$2 per \$1,000 of the sale price with a cap at \$200 on all property transfers which is a small price to pay for the benefits that they provide.

The transfer stamp program relieves staff of countless hours of follow-up to ensure that inspections have been completed and code violations have been cleared because properties must comply prior to the transfer. In very few cases, a property can be transferred with violations outstanding so long as the new owner signs an affidavit assuming all liability. Title companies and even the County



Recorder's office typically keep a list of communities and help relay the need for transfer stamps to both sellers and purchasers.

The transfer stamp process offers several benefits to the Village, including the following:

- It streamlines the transfer process as a transfer stamp is a common process for banks, title companies, and Recorder's office. The Village's current process is unique only to Tinley Park, so unless someone visits the website or calls, most property sales do not complete the Change of Use process prior to purchase.
- Allows purchasers to know any known issues or violations ahead of finalizing sales agreements or acquiring properties. Currently, many owners don't know these issues until after a purchase has happened if the previous owner does not disclose them. Transfer stamps protect the new property owner or resident while putting a burden on the seller to ensure they have resolved all issues with the property. The current process creates a potentially negative first experience with the Village when they are told of money owed, violations, or other issues after the purchase was already made.
- Reducing time and resources by eliminating multiple approvals and inspections with multiple owners.
- Ensure the Village can collect any outstanding balances including utility bills, fines, zoning/engineering fees, etc. Currently it is nearly impossible to collect once the property is sold unless a lien has been placed. However, often the amount owed is not substantial enough or there is not enough time to get the liens recorded to the property.
- It generates additional revenue through transfer stamp fees and in recovering outstanding fines and fees owed to the Village.
- The process enables efficient tracking of property transfers and ensures approval from relevant departments, leading to improved safety and housing quality. Moreover, it helps prevent illegal property transfers and property flipping, safeguarding the community from housing instability and preserving property values.

The analysis and work done by Baecore Group as part of the assessment and selection process for a new ERP and Community Development software, recommended moving from the current Change of Owner to a transfer stamp process as it is more common and readily implemented within the selected software. Transfer stamp functionality is already common in Community Development software, whereas the current process would likely have to be custom-built to the Village's needs or require manual work-arounds to complete the process. It is for this reason; implementation of transfer stamps would be tied to the launch of the new community development software. It is expected the requirement would occur at launch or soon after. The Village would also notify any title companies, recorder's offices, and any banks or other organizations to make the aware of the new transfer stamp requirement.

Request

Staff is requesting the Committee of The Whole to review the proposed changes, offer feedback at the meeting, and direct staff to draft an Ordinance for the changes to be heard at the October 3rd Village Board meeting.



Appendix A

<u>Community</u>	<u>Tax Amount</u>	<u>Party Liable</u>
Country Club Hills	\$5 per \$1,000 \$50 fee for exempt \$50 inspection fee	Seller
Elmhurst	\$1.50 per \$1,000	Seller
Hoffman Estates	\$3 per \$1,000	Seller
Oak Lawn	\$5 per \$1,000 offers refunds for reinvestment in Oak Lawn, senior citizens, & relatives	Seller
Oak Park	\$8 per \$1,000	Seller
River Forest	\$1 per \$1,000	Seller
Romeoville	\$3.50 per \$1,000 \$40 fee for exempt offers refunds for reinvestment in Romeoville	Buyer
Woodridge	\$2.50 per \$1,000	Seller

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2023-O-055**

**AN ORDINANCE ADOPTING A REAL ESTATE PROPERTY
TRANSFER STAMP IN THE VILLAGE OF TINLEY PARK**

**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**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-055**AN ORDINANCE ADOPTING A REAL ESTATE PROPERTY TRANSFER STAMP IN
THE VILLAGE OF TINLEY PARK**

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 fee and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") aims to protect its residents and property owners, by regulating the transfer of real property in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to amend the municipal code by adopting a real estate transfer fee where all deeds must have a transfer stamp affixed to the same, authorizing the transfer of real property; and

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

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

SECTION 2: That Chapter 129M REAL ESTATE TRANSFER STAMP is hereby created by adding the underlined language and deletions struck through as follows:

CHAPTER 129M: REAL ESTATE TRANSFER STAMP**129M.01 DEFINITIONS**

BENEFICIAL INTEREST IN REAL ESTATE: Includes, but is not limited to:

- (A) The beneficial interest in an Illinois land trust;
- (B) The lessee interest in a ground lease (including any interest of the lessee in the related improvements) that provides for a term of thirty (30) or more years when all options to renew or extend are included, whether or not any portion of the term has expired; and
- (C) The indirect interest in real property as reflected by a controlling interest in a real estate entity.

CONTROLLING INTEREST:

- (A) Fifty percent (50%) or more of the combined voting power or fair market value of all ownership interests or beneficial interests in a real estate entity, whether the interests are owned by one (1) or by several persons; or
- (B) The right of one (1) or of several persons to receive at the time of any distribution fifty percent (50%) or more of the income or profits of a real estate entity.

PERSON: Any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Illinois, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, and the United States or any instrumentality thereof. Whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part owners thereof, and as applied to corporations, the officers thereof.

REAL ESTATE ENTITY: Any person (other than an Illinois land trust) including, but not limited to, any partnership, corporation, trust or single- or multi-tiered entity, that exists or acts substantially for the purpose of holding directly or indirectly title to or beneficial interest in real property located in the village, whether for personal use, the production of rental income, or investment. It shall be presumed, unless proved otherwise, that an entity is a real estate entity if it owns directly or indirectly real property located within the Village of Tinley Park having a fair market value greater than seventy-five percent (75%) of the total fair market value of all of the entity's assets, determined without deduction for any mortgage, lien or encumbrance.

RECORDATION: For deeds to be recorded in Will County, the recording of deeds through the Will County Recorder of Deeds. For deeds to be recorded or registered in Cook County, the Cook County Clerk's Office and the Registrar of Titles of Cook County.

TRANSFER PRICE: The consideration furnished for the transfer of title to, or beneficial interest in, real property, valued in money, whether paid in money or otherwise, including cash, credits and property, determined without any deduction for mortgages, liens or encumbrances, and specifically including the amount of any indebtedness or obligation canceled or discharged in connection with the transfer. In the case where the controlling interest in a real estate entity is transferred, and the real estate entity holds assets in addition to title to or beneficial interest in real property located in the Village of Tinley Park, "transfer price" means only that portion of the consideration attributable to the transfer of such real property or such beneficial interest.

VALUE: The amount of the full actual consideration for any transfer covered hereunder, including the amount of any mortgage or other lien to which the sale is subject or the amount of any mortgage or other lien assumed by the grantee or purchaser.

129M.02 FEE IMPOSED

- (A) A fee is imposed on the privilege of transferring title to, or beneficial interest in, real property located within the corporate limits of the Village whether or not the agreement or contract providing for the transfer is entered into in the Village. The fee shall be at the rate of \$2.00 per \$1,000.00 of value, or fraction thereof, of real property or the beneficial interest in real property for each transfer with a minimum transaction fee of no less than \$50 and a maximum fee of \$200. The fee herein levied shall be in addition to any and all other fees and costs.
- (B) The fee imposed by this Chapter is due upon the earlier of the delivery or recording of the deed, assignment or other instrument of transfer.
- a. In the case of an assignment of a beneficial interest in a trust, delivery shall be deemed to occur when the trustee receives possession of a valid assignment of the beneficial interest. In the case of other transfers, delivery shall be deemed to occur when the transferee, or the transferee's representative or agent, receives or becomes entitled to receive possession of the instrument of transfer.
- (C) The fee imposed by this Chapter shall be due whether the transfer of a controlling interest in a real estate entity is affected by one transaction or by a series of related transactions. For purposes of this subsection, it shall be presumed unless proved otherwise that transactions are related if they occur within the same 24-month period.
- (D) Nothing in this Chapter shall be construed to impose a fee upon any transaction or privilege which, under the Constitution of the United States, or the State of Illinois, may not be made the subject of taxation by the Village.

129M.03 LIABILITY FOR FEE

The primary incidence and liability for payment of the fee imposed by this Article shall be paid by and borne by the grantor or seller involved in any transfer of property subject to this Article. It shall be unlawful for the buyer or purchaser to accept a conveyance if the transfer fee has not been paid. If the fee has not been paid and the stamps affixed to the deed, then the grantee's title shall be subject to the lien provided in Chapter 129M.012A, and the grantee or purchaser shall be liable for payment of the fee. The fee herein levied shall be in addition to any and all other fees. However, nothing within this Chapter shall be construed as prohibiting the grantee or buyer from agreeing to pay all or part of the transfer fee, and any other outstanding costs and fees associated with the transfer.

129M.04 PURCHASE OF STAMP(S)

- (A) The fee levied by this Chapter shall be paid by the purchase of fee stamps from the Finance Department or a designated agent. The payment of such fee shall be denoted by an adhesive stamp or stamps affixed to the face of the deed or instrument transferring the beneficial interest.
- (B) The Village, through its Village Manager, Mayor or any person so designated by the Village Board, has the sole, exclusive authority to refuse to issue transfer stamps, and may lawfully refuse to issue transfer stamps even if payment of the transfer fee is offered, if any one of the following circumstances or conditions exist: (i) there is any outstanding

sum of money due to the Village arising from the property and recorded against the property subject to the transfer; (ii) the grantors/sellers owe any sum of money to the Village, regardless of whether or not said sum is recorded against the property, or otherwise unknown to the grantor/sellers; (iii) if a final water meter read has not been ordered for the subject property.

129M.05 FILING OF DECLARATION

At such time as the fee levied by this Chapter is paid there shall be filed with the Village a fully executed and completed copy of the "Real Estate Transfer Declaration" required by Section 3 of the Real Estate Transfer Fee of the State of Illinois, or a declaration of the full consideration paid for the transfer of beneficial interest which declaration shall be on a form provided by the Village. Such declaration shall be deemed as a confidential record.

129M.06 DEEDS

Every deed shall show the date of the transaction which it evidences, the names of the grantor and grantee, and a legal description of the property to which it relates.

129M.07 TRANSFER STAMPS REQUIRED

- (A) The fee herein levied and imposed shall be collected by the director of finance or designee through the sale of real estate transfer stamps, which are prepared by the Village. Applications for real estate transfer stamps shall be made on a declaration form prescribed by the Village. Such declaration shall show the full consideration for the property, the date of the transaction, the names of the grantor and grantee, the common address, the legal description of the property, including permanent index number of the property subject to the transfer and, for non-residential property, a signed certificate of compliance certifying that there are no negative use restrictions on the deed or document sought to be recorded in violation of this Code.
- (B) The transfer stamps shall be available for sale at and during the regular business hours of the Village offices or at other locations designated by the director of finance or designee. Upon payment of the fee herein levied and imposed, the transfer stamps so purchased shall be affixed to the deed, assignment of beneficial interest, or other instrument of conveyance. The transfer stamp or stamps shall be marked with initials of the person issuing the stamp or stamps and the day, month and year when the stamp or stamps are issued.
- (C) For the purpose of reviewing requests for real estate transfer stamps, the Village may take up to five (5) business days of receipt of completed application to process the request.

129M.08 REFUSAL TO ISSUE TRANSFER STAMP

In addition to the conditions of refusal set forth in Chapter 129M.04 (B) above, the Village, through its Village Manager, Mayor or any person so designated by the Village Board, has the sole, exclusive authority to refuse to issue transfer stamps, and may lawfully refuse to issue

transfer stamps even if payment of the transfer fee is offered, if any of the following additional conditions exist:

- (A) Failure to comply with real estate inspection and correction when necessary ;
- (B) Failure to accurately complete the declaration form and certificate of compliance.

129M.09 EXEMPT TRANSACTIONS

The fee imposed by this subchapter shall not apply to the following transactions, provided said transaction in each case is accompanied by a certificate setting forth the facts or such other certificate of record as the director of finance and administration may require:

- (A) Transactions involving property acquired by or from any governmental body, or any transaction involving property acquired by and from corporations, societies, associations, foundations or institutions organized and operated exclusively for charitable, religious or educational purposes ("charitable organizations"). The latter transaction is exempt only when one charitable organization conveys property to another charitable organization;
- (B) Transactions in which the deeds secure debt or other obligations;
- (C) Transactions in which the deeds, without additional consideration, confirm, correct, modify or supplement deeds previously recorded;
- (D) Transactions in which the actual consideration is less than five hundred dollars (\$500.00);
- (E) Transactions in which the deeds are fee deeds;
- (F) Transactions in which the deeds are releases of property which is security for a debt or other obligation;
- (G) Transactions in which the deeds are pursuant to a court decree;
- (H) Transactions made pursuant to mergers, consolidations, or transfers or sales of substantially all of the assets of a corporation pursuant to plans of reorganization;
- (I) Transactions between subsidiary corporations and their parents for no consideration other than the cancellation or surrender of the subsidiary corporation's stock;
- (J) Transactions wherein there is an actual exchange of real property except that the money difference or money's worth paid from one or the other shall not be exempt from the fee;
- (K) Transactions representing transfers subject to the imposition of a documentary stamp fee imposed by the Government of the United States;
- (L) A transfer by lease;
- (M) The Seller or sole beneficiary of a land trust has reached the age of sixty-five (65) provided however that the seller or beneficiary is an individual person. Provided that all sellers or beneficiaries have reached the age of sixty-five (65)

129M.10 EXEMPTIONS

The fees imposed by this Chapter shall not be imposed on or transferred by an executor or administrator to a legatee, heir or distributee where the transfer is being made pursuant to will or by intestacy. The fee provided by this subchapter shall further be exempt where the transaction is affected by operation of law or upon delivery or transfer in the following instances:

- (A) From a decedent to their executor or administrator;
- (B) From a minor to their guardian or from a guardian to their ward upon attaining majority;
- (C) From a disabled individual to their conservator, or similar legal representative, or from a conservator or similar legal representative to an individual who was previously disabled upon removal or disability;
- (D) From a bank, trust company, financial institution, insurance company or other similar entity, or nominee, custodian, or trustee therefor, to a public officer or commission, or person designated by such officer or commission or by a court, in the taking over of its assets, in whole or in part, under state or federal law regulating or supervising such institutions, nor upon redelivery or retransfer by any such transferee or successor thereto;
- (E) From a bankrupt or person in receivership due to insolvency to the trustee in bankruptcy or receiver, from such receiver to such trustee or from such trustee to such receiver, nor upon redelivery or retransfer by any such transferee or successor thereto;
- (F) From a transferee under subsections (A) through (E) of this section, inclusive, to their successor acting in the same capacity, or from one such successor to another;
- (G) From a foreign country or national thereof to the United States or any agency thereof, or to the government of any foreign country directed pursuant to the authority vested in the President of the United States by section 5(b) of the Trading with the Enemy Act (40 Statute 415), as amended, by the First War Powers Act (55 Statute 839);
- (H) From trustees to surviving, substitute, succeeding or additional trustees of the same trust;
- (I) Upon the death of a joint tenant or tenant by the entirety to the survivor or survivors.

129M.011 TRANSFER IN TRUST

No trustee of real estate shall accept an assignment of beneficial interest in real estate located in the Village without first obtaining a real estate transfer declaration from the assignor and assignee and unless revenue stamps in the required amount, as set forth in this Chapter, have been affixed to the assignment.

129M.012 ENFORCEMENT

- (A) In the event a deed is filed for recordation or there is an assignment of beneficial interest within the corporate limits of the Village without the transfer stamps provided by this Chapter, a lien is declared against said real estate conveyed or assignment of beneficial interest in the amount of the fee. The fact that the deed or assignment does not contain a Tinley Park transfer stamp shall constitute constructive notice of the lien. The lien may be enforced by proceedings to foreclose, as in cases of mortgages or mechanics' liens. Suit to foreclose this lien must be commenced within three (3)

years after the date of recording the deed. Nothing herein shall be construed as preventing the Village from bringing a civil action to collect the fee imposed by this subchapter from any person who has the ultimate liability for payment of the same, including interest and penalties as hereinbelow provided.

- (B) Whenever any person shall fail to pay any fees herein provided, or any purchaser or grantee shall accept a conveyance where the fee has not been paid, the Village attorney shall, upon request of the Village Manager, bring or cause to be brought an action to enforce the payment of said fee, including interest and penalties as hereinbelow provided, on behalf of the Village in any court of competent jurisdiction.

129M.013 PENALTIES AND INTEREST

- (A) If any tax imposed by this subchapter is not paid when due, or any tax return and/or required supporting tax documentation is not filed when due, any interest and penalty shall become due, all in accordance with the provisions § 41.04(B) and (C) of the Village of Tinley Park Municipal Code.

129M.014 PROCEEDS OF FEE

- (A) All proceeds resulting from the imposition of the fee under this Chapter including interest and penalties, shall be paid into the treasury and shall be credited to and deposited in the general fund or any other funds designated by the village board.
- (B) No refund of fees paid in error for any reason shall be made after sixty (60) days from the date of the payment of said fee.

129M.015 REFUND OF FEE

A grantor or seller who has paid the real estate transfer fee as provided for in this Chapter shall be entitled to a refund of such fee in the event that such grantor or seller:

- (A) Previously owned and occupied a single-family or condominium dwelling unit within the corporate limits of the village which is subject to the fee provided for in this subchapter as principal residence;
- (B) Did not rent or lease any portion of the previously owned dwelling or unit to another person or persons;
- (C) Subsequently purchases and occupies a single-family or condominium dwelling unit within the corporate limits of the village as grantor or seller's principal residence within a one-year period from the date of payment of the fee provided for in this subchapter. Such ownership shall be evidenced by a signed deed or the Real Estate Settlement Procedures Act document received at the closing of such dwelling unit; and
- (D) A request for a refund must be made within six (6) months of the date a subsequent purchase is made pursuant to subsection (C) of this section.

129M.016 UNUSED REAL ESTATE TRANSFER STAMPS

In the event a real estate transaction should not occur or the party purchasing a real estate transfer stamp wishes to return an unused real estate transfer stamp, the request must be made within six (6) months from date of issuance of the stamp. A fee for the return of the unused

stamp shall be issued minus an amount no less than the minimum fee for transfer stamps as outlined in 129M.02 of this Chapter.

SECTION 3: That this Ordinance shall be in full force and effect upon the implementation and approval of Community Development Enterprise Resource Planning Software. The Village will provide notice via its website once said software has been implemented and approved at which time the ordinance will be in full force and effect.

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

PASSED THIS 3rd day of October, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of October, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-055, “**AN ORDINANCE ADOPTING A REAL ESTATE PROPERTY TRANSFER STAMP IN THE VILLAGE OF TINLEY PARK**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



Interoffice Memo

Date: October 3, 2023

To: Village of Tinley Park Board of Trustees

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Electronic Parking Meters

BACKGROUND

As commuter traffic begins to return to pre-pandemic levels, there is a need to expand commuter parking options while also making parking more efficient. As a result replacing the signage in the downtown core and replacing the honor box payment system with a fully automated process was identified as the best solution.

DISCUSSION

Staff met with multiple parking firms to evaluate the transition to an automated payment, permit, and enforcement platform for the 80th Avenue and Oak Park Avenue. Throughout discussions with all entities, it was determined that Total Parking Solutions was the best fit for the Village's needs for the price offered.

Total Parking Solutions, or TPS, brings over 35 years of experience in the parking industry and has more than 50 municipalities in their client portfolio in the state of Illinois. The solutions offered by TPS streamline payment, permitting, and enforcement by offering a fully automated system with ease of use at the center of the operations. TPS offers automated payment kiosks, mobile pay options including pay by text, app based payment, and automated enforcement.

The transition to the automated platform will allow the Village to open up the downtown commuter parking lots to daily pay commuters and expand the usage to local businesses that may be in need of more parking during the current "permit only" hours. The transition will include eliminating the permit only parking at the Oak Park Avenue commuter parking lots and designating them as daily pay. As for 80th Avenue, this transition will assist commuters with a more efficient payment option to suit their needs. Eliminating the honor boxes will allow commuters to pay for parking with ease from the kiosk, mobile app, and or text messaging.

Additionally, the automated kiosks will eliminate the current manual process that parking enforcement has to utilize to monitor parking payment. The automated system will be based on license plates and allow parking enforcement to monitor the lot with license plate readers that offer real time data on payment status.

Staff received a quote from Total Parking Solutions through the Suburban Purchasing Cooperative's joint purchasing program facilitated through Sourcewell. Staff is recommending the purchase of ten mobile payment kiosks for placement at all commuter lots in the Village. The total of the purchase is **\$114,850** which includes pricing for 10 parking meters and installation, annual back-office management software, first year service & maintenance fees, and one-time integration fees. For a more detailed breakdown please refer to ***Exhibit A***. The annual price after the integration year will be roughly **\$26,200** which includes backoffice software and annual service and maintenance.

REQUEST

Staff requests this item be considered for approval at the October 3, 2023 Village Board meeting.



Exhibit A: Total Parking Solutions Cost Breakdown

Total Parking Solutions			
Item	Qty	Price	Total Price
Cale CWT S4 Plus Touchscreen Terminal	10	\$ 8,900.00	\$ 89,000.00
Installation, mounting, activation	10	\$ 650.00	\$ 6,500.00
Total Equip and Install			\$ 95,500.00
Back Office Central Management System (Annual Fee)	10	\$ 960.00	\$ 9,600.00
Service & Maintenance			
First Year	10	\$ 600.00	\$ 6,000.00
Second Year	10	\$ 1,560.00	\$ 15,600.00
One-Time Fees (Zone-Based)			
Passport Mobile Pay Integration	5	\$ 500.00	\$ 2,500.00
Flowbird Pay-by-Text Programming	5	\$ 250.00	\$ 1,250.00
Total First-Year Costs			\$ 114,850.00

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-124

**A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE
OF TINLEY PARK AND TOTAL PARKING SOLUTIONS FOR THE PURCHASE OF TEN
(10) DIGITAL PARKING METERS, CALE WBOFFICE CENTRAL MANAGEMENT
SOFTWARE, AND ANNUAL SERVICE AND MAINTENANCE 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-124**A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL PARKING SOLUTIONS FOR THE PURCHASE OF TEN (10) DIGITAL PARKING METERS, CALE WEBOFFICE CENTRAL MANAGEMENT SOFTWARE AND SERVICE AND MAINTENANCE 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 a purchase agreement with Total Parking Solutions, 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 Purchase 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 10th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of October 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

PURCHASE AGREEMENT

WITH

TOTAL PARKING SOLUTIONS

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-124, “**A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL PARKING SOLUTIONS FOR THE PURCHASE OF TEN (10) DIGITAL PARKING METERS, CALE WEBOFFICE CENTRAL MANAGEMENT SOFTWARE AND ANNUAL SERVICE AND MAINTENANCE SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 10, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 10th day of October 2023.

VILLAGE CLERK



Total Parking Solutions Inc.

**Village of Tinley Park
Parking Equipment Proposal
Sourcewell Pricing
August 1st, 2023**

Equipment

10	Cale CWT S4 Plus Touchscreen Terminal <i>Coin, Card and Bills</i>	\$ 89,000.00 (<i>Sourcewell Pricing</i>)
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Cabinet stainless steel construction - black, 18-amp battery, includes card reader, CashCode bill acceptor, 1,000 note capacity canister, spare note and coin canisters, fully programmable 9" anti-glare touch screen display, vandal resistant Lexan protected, 4G modem and antennae, one roll receipt paper, instruction graphics, installation hardware, one year warranty on parts, shipping F.O.B. Village of Tinley Park.

Installation, terminal mounting, and activation (\$650.00 per unit)	\$ 6,500.00
---------------------------------------------------------------------	-------------

Total Equipment and installation	<u>\$ 95,500.00 (Sourcewell Pricing)</u>
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Cale "WebOffice" Central Management System

Provides cellular communication for:

- Real time credit card payment processing, PCI compliant
- Alarms and warnings sent via SMS text or e-mail to owner and/or service technician
- Remote access to maintenance, statistical and financial reporting (built-in report generator can export data as Excel or PDF files)
- Remote enforcement via any web-enabled device
- Pay by phone integration

\$ 80.00 per terminal per month	\$ 960.00 per terminal annually
----------------------------------------	----------------------------------------

Service and Maintenance

Service and maintenance includes all parts and labor, quarterly preventive maintenance inspection and cleaning visits per year. No limit on service calls during normal business hours.

Year one (Labor Only)	\$ 600.00 per unit
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Year two	\$ 1,560.00 per unit
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Passport Mobile Pay Integration

- There are no costs that apply to the Village of Tinley Park other than the credit card processing charges as established by the Village's processing vendor.
- Convenience fee to the customer is **\$.37** per transaction.
- Integration fee is **\$500.00** per zone.
- Signs for Mobile Pay Use and Instruction will be provided to the Village of Tinley Park.

Flowbird Pay by Text Platform

The Flowbird Pay by Text Platform allows customers to either scan a QR-code using their cellular device's camera, or text a specific phone number that will provide access to a website link. Through this link, the customer will enter a license plate number/ space number and their phone number, chose the time the desire to stay, and then provide payment method for their parking session. Additional time can be purchased as needed through the link.

- There are no costs to the Village of Tinley Park other than the credit card processing charges as established by the Village's processing vendor.
- Convenience fee to the customer is **\$.37** per transaction.
- Programming and set up fee is **\$250.00** per zone.
- Signs for Pay by Text use and instruction will be provided

TERMS AND CONDITIONS

<i>Delivery</i>	<i>typically 10 to 12 weeks after order F.O.B. job site</i>
<i>Payment Terms</i>	<i>50% due upon placement of order, balance due upon completion of installation</i>
<i>Notes</i>	<i>For AC powered, 120-volt power must be provided to point of terminal mounting, does not include any necessary concrete work</i>
Proposed by:	
Total Parking Solutions, Inc.	

Jesse Zawacki
Midwest Regional Sales Manager

Accepted by:

Date

Title



Interoffice Memo

Date: October 3, 2023

To: Village of Tinley Park Board of Trustees

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Commuter Parking Lot Fee Increase

SUMMARY

As commuter traffic begins to return to pre-pandemic levels, there is a need to ensure that proper maintenance of the commuter lots is feasible for the Village. Therefore, staff is recommending a fee increase from \$1.50 per day to \$2.00 per day with the option to buy monthly parking at a rate of \$30.

DISCUSSION

The current fee of \$1.50 for commuter parking lots has remained stagnant while the village has faced increased overhead costs to service and maintain our commuter parking lots. An adjustment to \$2.00 per day is both reasonable and competitive with nearby towns.

The Village is committed to providing efficient and reliable public transportation options to its residents. This includes maintaining clean, safe, and well-maintained parking facilities. However, the current fee structure makes this difficult to achieve with increased costs and the need for advanced technology.

The suggested increase is not intended to become a strong revenue generator, but rather to ensure that the enterprise fund can achieve its intended goal of being self-sustaining.

REQUEST

Staff requests this item be considered at the October 3, 2023 Village Board Meeting for approval.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-057

**AN ORDINANCE AMENDING TITLE VII CHAPTER 74 OF THE
VILLAGE OF TINLEY PARK MUNICIPAL CODE
REGARDING PARKING FEES AND PARKING LOT DESIGNATIONS**

**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**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-057**AN ORDINANCE AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PARKING FEES AND PARKING LOT DESIGNATIONS**

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 authorized the transition from a permit-based parking system at commuter parking lots within the Village to a daily pay system to accommodate an automated payment platform; 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 amend Chapter 74, “PARKING LOTS; PARKING AND FIRE LANE REGULATIONS; VIOLATION PROCEDURE,” of Title VII “TRAFFIC CODE” of the Village of Tinley Park Municipal Code regarding daily parking fees and parking lot designations; and

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

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

SECTION 2: That section 74.08 “PARKING BY PERMIT ONLY” is hereby amended by adding the underlined language and deletions struck through as follows:

§ 74.080 PARKING BY PERMIT ONLY.

- (A) ~~The parking of vehicles within the commuter parking lots defined under § 74.075 (E) through (I) shall be by permit only.~~
- (B) ~~It shall be unlawful to park any vehicle in any designated stall (unless indicated otherwise by sign) in any of the commuter parking lots listed in division (A) above, unless there is displayed from the rear view mirror, or similarly visible location, a currently valid permit authorizing the parking of that vehicle in the particular commuter parking lot in which it is parked.~~
- (C) ~~An application for a permit to park in those commuter parking lots listed in division (A) above shall be made to the Village Clerk. The fee for the issuance of such permit shall be \$30 per month and payable in advance of the month covered by the permit. The village at~~

~~its discretion may require the payment for multiple monthly permits at time of application for said parking permit.~~

(A) The option to pay for parking in monthly installments shall be made available by the Village Clerk for a price of no less than \$30 per month. The Village at its discretion may require the payment for multiple monthly permits at the time of application for said parking.

SECTION 3: That Section 74.081 “PARKING BY PAYING DAILY FEE” is hereby amended by adding the underlined language and deletions struck through as follows:

§ 74.081 PARKING BY PAYING DAILY FEE.

(A) ~~It shall be unlawful to parking any vehicle in any designated stall within the 80th Avenue commuter lots (defined under § 74.075(A) through (C)) collectively; or the Hickory Street Lot (§ 74.075(D)) for 24 hours, or any fraction thereof, without first having paid \$ 1.50 for the privilege of parking within such stall for the aforesaid period of 24 hours, or fraction thereof~~

§ 74.081 PARKING BY PAYING DAILY FEE.

(A) It shall be unlawful to parking any vehicle in any designated stall within the 80th Avenue and/or Oak Park Avenue commuter lots (defined under § 74.075(A) through (E) collectively; or the Hickory Street Lot (§ 74.075(D)) for 24 hours, or any fraction thereof, without first having paid \$2.00 for the privilege of parking within such stall for the aforesaid period of 24 hours, or fraction thereof

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from the installation and implementation of the digital parking meters and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 3rd day of October, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of October, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-054, “AN ORDINANCE AN ORDINANCE AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PARKING FEES AND PARKING LOT DESIGNATIONS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK



Interoffice Memo

Date: October 3, 2023

To: Village of Tinley Park Committee of The Whole

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Private Parking Lot Enforcement Agreements

BACKGROUND

The Village of Tinley Park currently has enforcement agreements in place with owners of private parking lots. Specifically, with homeowner's associations, shopping centers, hotels, and schools. These agreements allow the Police Department to regulate the control of motor vehicle traffic, enforce no parking zones, and fire lane violations within privately held parking lots.

DISCUSSION

A majority of the agreements that are currently in place are either expired or will become expired within the next few years. As a result, there is a need to renew the agreements to bolster our Police Department's authority to control traffic in these areas.

There are no major substantive changes to the agreements except they no longer expire after 20-years and will be held in place in perpetuity. Additionally, they will not need to be approved at the Village Board each time an agreement is executed. A standard form agreement will be presented to the Village Board for approval on language and from there, the Village Manager or other designee as directed by the Village President and Board of Trustees will be authorized to execute the agreement. Recording of the agreements will still take place with the appropriate county.

REQUEST

Staff requests the Committee of The Whole to review the proposed agreement and recommend adoption at the regularly scheduled Village Board Meeting on October 3, 2023.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O058

**AN ORDINANCE APPROVING A PARKING LOT REGULATION
AGREEMENT AND AMENDING TITLE VII CHAPTER 74 OF THE
VILLAGE OF TINLEY PARK MUNICIPAL CODE
REGARDING PRIVATE PARKING LOTS**

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

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

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

VILLAGE OF TINLEY PARK

Cook County,
Illinois Will
County, Illinois

ORDINANCE NO. 2023-O-058

**AN ORDINANCE APPROVING A PARKING LOT REGULATION
AGREEMENT AND AMENDING TITLE VII CHAPTER 74 OF THE
VILLAGE OF TINLEY PARK MUNICIPAL CODE
REGARDING PRIVATE PARKING LOTS**

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 authority to regulate parking with the Village; and

WHEREAS, Illinois law authorizes and empowers a municipality to regulate and control motor vehicle traffic and parking, and the use of, parking areas of shopping center, hospitals, schools and apartment complexes within a municipality (625 ILCS 5/11-209.1); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it necessary for the health, welfare, and safety of persons and its citizens to regulate motor vehicle traffic and parking in, and the use of, parking lots in the Village of Tinley Park; and

WHEREAS, the Village of Tinley Park desires its Police Department to enforce certain regulations regarding motor vehicle traffic and parking in, and the use of, the parking lots within the Village.

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 amend Section 74.200 "FIRE LANES AND NO PARKING ZONES ESTABLISHED IN CERTAIN PRIVATE PARKING LOTS" of Chapter 74, "PARKING LOTS; PARKING AND FIRE LANE REGULATIONS; VIOLATION PROCEDURE," of Title VII, "TRAFFIC CODE," of the Village of Tinley Park Code of Ordinances, to provide for fire lane enforcement of said parking lots within the Village.

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 amend Section 74.200 "REGULATIONS ESTABLISHED IN ALL PARKING LOTS SUBJECT TO THE PROVISIONS OF ILCS CH. 625, Act 5 § 11- 209 and § 11- 209.1."

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

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

SECTION 2: That the Village President and Village Clerk of the Village of Tinley Park, or their designees, are hereby authorized to execute and enter into the attached form “Agreement Regulating Fire Lane, No Parking Zones, and the Control of Motor Vehicle Traffic,” or such similar form as the Village President, Village Clerk or their designees may hereafter amend or devise, with the Owners of private parking lots within the Village of Tinley Park, Cook and Will Counties, Illinois. Said form is attached hereto as **Exhibit A**.

SECTION 3: That Section 74.200 “FIRE LANES AND NO PARKING ZONES ESTABLISHED IN CERTAIN PRIVATE PARKING LOTS” of Chapter 74, “PARKING LOTS; PARKING AND FIRE LANE REGULATIONS; VIOLATION PROCEDURE,” of Title VII, “TRAFFIC CODE,” of Tinley Park Village Code is hereby amended by adding the underlined language, as follows:

§ 74.200 FIRE LANES AND NO PARKING ZONES ESTABLISHED IN CERTAIN PRIVATE PARKING LOTS.

(A) Pursuant to ILCS Ch. 625, Act 5, § 11-209, the village has entered into agreements with the owners/managing agents of the following described private parking lots wherein fire lanes (as referenced in Section F-313 of the BOCA Fire Prevention Code adopted by reference pursuant to § 95.01 of this code), and no-parking zones in regard to fire hydrants, wall hydrants, water standpipes, and fire exit doors, have been established:

Parking Lot	Ord. No.	Passage Date
<u>[Location of Lot/Owner]</u>	<u>2023-O-XXX</u>	<u>[Date]</u>

(C) Any person found in violation of this Section 74.200 (A) shall be fined not less than Twenty-Five Dollars (\$25.00), nor more than Five Hundred Dollars (\$500.00), for each such offense in accordance with Village Code.

(D) In addition to the fine provisions set forth in this Section 74.200 (A), any vehicle parked in violation of the provisions of this Section shall be towed at the owner’s expense and in accordance with Village Code.

SECTION 4: That the owner of each parking lot shall provide and install, at their own cost, all appropriate and necessary signs, pavement markings, and other such indications of fire lanes as required by the Village.

SECTION 5: That Section 74.201 “REGULATIONS ESTABLISHED IN ALL PARKING LOTS SUBJECT TO THE PROVISIONS OF ILCS CH. 625, ACT 5 § 11-209” of Chapter 74, “PARKING LOTS; PARKING AND FIRE LANE REGULATIONS; VIOLATION PROCEDURE,” of Title VII, “TRAFFIC CODE,” of Tinley Park Village Code is hereby amended by adding the underlined language, as follows:

§ 74.201 REGULATIONS ESTABLISHED IN ALL PARKING LOTS SUBJECT TO THE PROVISIONS OF ILCS CH. 625, ACT 5 § 11-209.

(A) Pursuant to ILCS Ch. 625, Act 5 § 11- 209 and § 11- 209.1, the village has entered into agreements with the owners/managing agents of the following described private parking lots and private streets and roads:

Parking Lot	Ord. No.	Passage Date
[Location of Lot/Owner]	2023-O-XXX	[Date]

(D) Any person found in violation of this Section 74.201 (A) shall be fined not less than Twenty-Five Dollars (\$25.00), nor more than Five Hundred Dollars (\$500.00), for each such offense in accordance with Village Code.

(E) In addition to the fine provisions set forth in this Section 74.201 (A), any vehicle parked in violation of the provisions of this Section may be towed at the owner’s expense and in accordance with Village Code.

SECTION 6: This Ordinance and **Exhibit A** form Agreement attached hereto is binding on all parties executing this form, and successors in interest thereto, and may be Recorded with the Cook County Recorder of Deeds, as a Covenant running with the land by the Village President, Village Clerk or their designees. A Memorandum of this Ordinance and **Exhibit A** Agreement may also be Recorded.

SECTION 7: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 8: That this Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.

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

[Intentionally left blank]

PASSED THIS 3rd day of October, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of October, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’ CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-058, “AN ORDINANCE APPROVING A PARKING LOT REGULATION AGREEMENT AND AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PRIVATE PARKING LOTS,” which was adopted by the President and Board of Trustees of theVillage of Tinley Park on the 3rd day of October, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal ofthe Village of Tinley Park this 3rd day of October, 2023.

VILLAGE CLERK

EXHIBIT A

**AN AGREEMENT ESTABLISHING AND REGULATING FIRE LANES, PARKING
ZONES, AND CONTROL OF MOTOR VEHICLE TRAFFIC WITHIN THE VILLAGE
OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS
(Parking Lot Address)**

THIS AGREEMENT made and entered into by and between the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois, (hereinafter referred to as the "VILLAGE") and _____, by their/its duly authorized owners, agents and representatives, (hereinafter referred to as "OWNERS"), relative to the parking lot located at _____, in the VILLAGE OF 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 authority to charge for emergency services; and

WHEREAS, Illinois law authorizes and empowers a municipality to regulate and control motor vehicle traffic and parking, and the use of, parking areas of shopping center, hospitals, schools and apartment complexes within a municipality (625 ILCS 5/11-209.1); and

WHEREAS, the President and Board of Trustees of the VILLAGE deem it necessary for the health, welfare and safety of persons and its citizens to regulate motor vehicle traffic and parking in, and the use of, the aforementioned Parking Lot (hereinafter referred to as the "PARKING LOT") in the Village of Tinley Park, said PARKING LOT being legally described as follows: [Address and P.I.N. _____]

WHEREAS, the OWNERS are the owners of/managing agents for the PARKING LOT; and

WHEREAS, the OWNERS agree and desire the VILLAGE and its Police Department to enforce certain regulations regarding motor vehicle traffic and parking in, and the use of, said

PARKING LOT.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

1. The VILLAGE hereby agrees to establish by ordinance and enforce the following regulations regarding motor vehicle movement, parking and control within, and the use of, the PARKING LOT:
 - a. The stopping, standing or parking of a motor vehicle within, or otherwise obstructing, a designated posted fire lane shall be prohibited, and no motor vehicle shall be left standing, stopped or parked within twenty feet in any direction from a fire hydrant, wall hydrant, water standpipes, or fire exit door.
 - b. The VILLAGE is entitled to enforce said Village Ordinances within the PARKING LOT pursuant to Village Code, and pursuant to the policies of the Village Police and Fire Departments.
2. The "OWNERS" do hereby agree to erect and post all necessary signs, and provide for all necessary pavement markings, at their/its own cost and expense for the regulation of the use of the parking area of, motor vehicle parking within and traffic within said PARKING LOT as is necessary to carry out the aforesaid regulations, and do hereby agree to bear the costs and expense of maintenance thereof. A copy of a map of the PARKING LOT, indicating the location of pavement markings and signs in regard to the parking lot regulations set forth in Section 1 (a) above, is attached hereto as an Exhibit “ _ ”
3. At least once each calendar year, the VILLAGE shall inspect said PARKING LOT to verify that all required signs and pavement makings are in place and properly maintained. If the VILLAGE determines, after said inspection, that additional signs and/or pavement marking are required, or existing signs and/or pavement markings need to be replaced, the VILLAGE shall so notify the OWNERS. If the OWNERS fail to take the action required by the VILLAGE in said notice within thirty (30) days of the date of said notice, the VILLAGE may take the necessary actions and bill the OWNERS for the VILLAGE'S costs in relation thereto, and the OWNERS shall be responsible for the payment of said costs.

4. At least once each calendar year, the VILLAGE shall verify that the OWNERS are in fact still the owners of and/or managing agents for the PARKING LOT. It shall be the responsibility of the OWNERS to notify the VILLAGE of any change of owners or managing agents relative to the PARKING LOT. Said notice shall be given to the VILLAGE within ten (10) days of any change in the owners or managing agents of the PARKING LOT.
5. It is further agreed that this Agreement shall remain in effect from the date approved and continue indefinitely, unless and until cancelled by not less than thirty (30) days written notice by either party to the other of its intention to cancel the same, in which case the agreement shall terminate on the thirtieth (30th) day after said notice has been given.
6. Whenever notice is required to be sent to the VILLAGE, it shall be addressed to the Village Clerk of the VILLAGE OF TINLEY PARK, IL, 16250 South Oak Park Avenue, Tinley Park, Illinois, 60477, and whenever notice is required to be sent to OWNERS, it shall be addressed as follows:

7. To the extent permitted by law, the Village shall protect, indemnify, defend and save harmless the Owners, their officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Village's performance under this Agreement. To the extent permitted by law, the Owners shall protect, indemnify, defend and save harmless the Village, its elected officials, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Owners' ownership, maintenance, activity or performance under this Agreement.
8. Upon the execution of this Agreement, the parties hereto do hereby certify that each has the authority to enter into, or has passed a proper resolution/ordinance authorizing, the execution and ratifying the terms and provisions of this Agreement.

9. Upon the execution of this Agreement, it shall be recorded with the Recorder of Deeds of the County in which the PARKING LOT is located. This Agreement shall be binding upon OWNERS and their successors in interest, purchasers and assigns who hereafter acquire the PARKING LOT or any interest therein.

OWNERS:

[Signature of Owner]
By: _____
Its: _____

[Signature of Owner]
By: _____
Its: _____

VILLAGE:

[Signature of Village Manager]
By: Village of Tinley Park
Its: Village Manager

ATTEST:

[Signature of Village Clerk]
By: Village Clerk of Tinley Park

**Interoffice**

Memo

Date: September 29, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Water and Sewer Rates Ordinance

The Village periodically reviews and adjusts its utility (water and sewer) rates to assure that the Water and Sewer enterprise utility funds are producing adequate revenues to cover the operations, maintenance, and capital replacement needs of the utility. Except for adjustments to reflect changes in the cost of the water supply, and financing the water meter and the installation of advanced metering infrastructure, the utility rates have not been adjusted for operational costs since 2014. Inflation since the last rate adjustments has been approximately 30% cumulatively. The Village recently completed a utility rate study which recommended adjusting the rates and billing frequency. This ordinance implements the recommendations as well as performs needed maintenance of the Code of Ordinances relative to the water and sewer utilities.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-056

**AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51, ALONG WITH
TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE TINLEY PARK
CODE OF ORDINANCES REGARDING WATER AND SEWER CHARGES**

**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

ORDINANCE NO. 2023-O-056

**AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51, ALONG
WITH TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE
TINLEY PARK CODE OF ORDINANCES REGARDING WATER AND
SEWER CHARGES**

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”) operates a municipal utility system providing water and sewer services within the community; and

WHEREAS, in 1973 the Village entered into a water supply agreement with the Village of Oak Lawn to obtain Lake Michigan water sourced through the City of Chicago; and

WHEREAS, under the current water supply agreement, the Operation and Maintenance charges imposed by the Village of Oak Lawn are adjusted annually on January 1 each year; and

WHEREAS, beginning in 2017, the City of Chicago has established programmed annual water rate increases whereby the water supply costs increase by the lesser of 5% or the rate of inflation on June 1 each year, and from time to time makes further adjustments in its rates applicable to the Lake Michigan water supply; and

WHEREAS, the Village's Water and Sewer utility is comprised of Proprietary (Enterprise) Funds and is not supported by property taxes. Both current operating costs and long-term capital expenditures for system maintenance, replacements, and enhancements must be provided from the system revenues collected through the rates, fees, and other charges related to the utility services; and

WHEREAS, to expedite the replacement of failing and problematic water meters, the Village undertook a meter upgrade program between 2015 and 2019 to replace all the water meters then in service; and

WHEREAS, as part of the meter replacements the Village implemented an Advanced Metering Infrastructure (AMI) system to streamline the acquisition of meter readings and to enhance the Village's administration of the utility system; and

WHEREAS, to support these necessary system upgrades on an expedited basis, the Village Board elected to finance the meter replacement and Advanced Metering Infrastructure improvements from its own capital reserves outside of the Water and Sewer utility Enterprise Funds in lieu of a bonded debt issue, with the intent that this financing would be repaid by the utility over time as would have occurred with debt service on a conventional bond issue or other debt financing vehicle; and

WHEREAS, the Village adjusted the volumetric water service rate under Ordinance 2021-O-019 to initiate the repayment of the capital funds advanced for the water meter replacements and AMI and to potentially provide for systematic funding for the future meter replacements once the current internal debt service is extinguished; and

WHEREAS, except for the adjustment under Ordinance 2021-O-019, and periodic rate adjustments to reflect increases in the direct water supply costs, the Village has not adjusted its Water and Sewer utility revenues to address its operating costs and utility system capital needs since 2014 which had been based on a 2009 utility rate study; and

WHEREAS, the Consumer Price Index has increased by approximately 30% since 2014 and has significantly impacted operating and construction costs; and

WHEREAS, due to increased operating costs, in recent years, the utility operating funds have not produced sufficient funds in excess of the operating costs to support the necessary annual capital reinvestments in the utility system. This has resulted in the depletion of emergency capital reserves and required the Village to defer needed maintenance and capital improvement projects; and

WHEREAS, the Village of Tinley Park finds it prudent to periodically review the rates and charges for services to assure that adequate funds are available to operate and maintain its water and sewer systems, provide for capital improvements and replacements, maintain desired reserves, and otherwise maintain the system operations to desired standards; and

WHEREAS, the Village of Tinley Park has recently completed a comprehensive analysis of the utility system that has determined that adjustments to the rates and charges associated with the Water and Sewer utility are required to support the operational and financial health of the utility system.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, the following:

SECTION ONE

That § 50.003 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§50.003 USE OF FIRE HYDRANTS BY UNAUTHORIZED PERSONNEL; PERMIT REQUIRED.

- (A) No person, except a regularly authorized agent of the Village, shall cause water to flow from any public or private fire hydrant, except that a person other than such an agent of the Village may operate and use water from a fire hydrant only after a written permit has been issued by the Water Superintendent permitting such use.
- (B) Each applicant for a fire hydrant use permit shall be required to deposit with the Village an amount as adopted by the Village Board and listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) as security for the use of a hydrant meter (small or large), hydrant wrench, and each 50-foot hose section. The hydrant meter must be installed by the applicant and maintained in good condition for the duration of the period during which the applicant possesses the meter. Upon completion of the fire hydrant use, the hydrant meter shall be returned to the Village in good operating condition. Water use as recorded by the meter shall be billed and charged at the rate specified in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI). To such consumption charges shall be added the minimum daily fees for rental of the meter, hydrant wrench, and each 50-foot hose section as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) for each day, or fraction thereof, that the meter and equipment is in the possession of the applicant. Any damage to the hydrant meter, hydrant wrench, or hose shall be charged at the cost to the Village to repair or replace the damaged item. Any rental item that is not returned will be charged at the Village's replacement cost. Damage to the water system infrastructure or other Village public property caused by careless opening and closing of hydrants shall be paid by the applicant in addition to all other charges. These charges shall be deducted from the

deposit, and the balance of the deposit, if any, shall be refunded. If the deposit is insufficient to cover the total of the rental fees and damages, the applicant shall pay such excess charges.

- (C) Damage to a hydrant meter, or to public property can also result in penalties as provided under § 50.999 (A).

SECTION TWO

That § 50.020 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.020 APPLICATION FOR SERVICE; COMMENCEMENT.

- (A) Charges for water service shall commence on the date when the water service is turned on in accordance with the written application for utility service and shall continue until notice is received by the Village to discontinue utility service and a final meter reading is taken.
- (B) No person, firm, or corporation shall in any way use or take water for private use from the Village water system, or from any pipes or systems connected therewith, whether located inside or outside the Village limits, unless the consumer has first applied to the Village for service and has received a permit to do so.
- (1) Any person, firm, or corporation desiring to use utilities supplied by the Village shall file a written application with the Village.
- (2) All applicants for utility service for tenant (non-owner) occupied premises shall be required to make a deposit ("renter's deposit") as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) at the time of making application for utility service. Said deposit shall serve as security for the payment of utility bills rendered for services provided.
- a. The renter's deposit shall not be refundable and shall not earn interest.

- b. The renter's deposit shall be applied to the final utility bill when the account is closed.
 - i. If the final balance on the utility account is less than the renter's deposit, the amount of the renter's deposit sufficient to offset and settle the balance due shall be applied to the account. The remaining balance of the renter's deposit shall be retained by the Village and is not refundable as referenced in this division.
 - ii. If a balance is still owed on the utility account after the renter's deposit has been applied, the remaining balance continues to be the obligation of the non-owner tenant (renter). If such balance is not satisfied by the tenant, the amount owed becomes the obligation of the property owner as provided under §50.026.
 - iii. Until an outstanding balance is extinguished, the utility account will be placed in the property owner's name. The utility service cannot be changed into a new tenant's name until all outstanding obligations have been paid.
- (C) Before any excavation or other construction work is started for the purpose of supplying water to any premises, an application shall be made and a permit issued by the Village, allowing the installation of the water service. This permit shall only be issued after the payment of all fees required for the requested permit and utility services.
- (D) No application for utility service shall be filed with the Village unless the application reflects that the construction of the service connections have been completed, and that the service lines have been approved to be placed into service by the Village.
- (E) Utility services will be furnished to the owner or occupant of any premises with a service line connected to the Village water system upon compliance with the provisions of this chapter. No water meter will be installed or activated until all

charges or deposits required by the Village have been paid and unless the service line is in good working order and repair.

SECTION THREE

That § 50.023 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.023A UTILITY ADMINISTRATIVE FEE.

Effective for billing periods beginning January 1, 2024, regardless of the type(s) of utility services provided (e.g., water, wastewater collection, sewer treatment, stormwater, etc.), each utility bill shall be subject to an administrative fee per billing period. The administrative fee shall apply to the entire billing period and shall not be subject to proration.

Bi-Monthly billing periods:

Effective January 1,	2024	2025	2026	2027	2028
Administrative Fee	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00

§ 50.023B WATER SERVICE – BASE CHARGES.

(A) For water service provided beginning January 1, 2024:

Bi-Monthly base charges:

Effective January 1,	2024
Base Charge - primary meter	
5/8" & 3/4" Meter	\$25.58
1" & 1-1/2" Meter	36.31
2" Meter	51.10
3" Meter	160.02
4" Meter	200.35
6"Meter	294.40
Base Charge – Irrigation/secondary meter	
5/8" & 3/4" Meter	\$16.39
1" & 1-1/2" Meter	19.80
2" Meter	24.48

§ 50.023B WATER SERVICE – BASE CHARGES (continued).

(B) For water service provided after December 31, 2009 through December 31, 2023:

Quarterly Base Charges:

Rates effective January 1,	2010	2011	2012	2013	2014
Quarterly Base Charge - primary meter					
5/8" & 3/4" Meter	\$23.50	\$25.38	\$27.28	\$29.19	\$30.94
1" & 1-1/2" Meter	33.35	36.02	38.72	41.43	43.92
2" Meter	46.95	50.71	54.51	58.32	61.82
3" Meter	147.00	158.76	170.67	182.61	193.57
4" Meter	184.05	198.77	213.68	228.64	242.36
6"Meter	270.45	292.09	313.99	335.97	356.13
Quarterly Base Charge – irrigation/secondary meter					
5/8" & 3/4" Meter	\$15.06	\$16.26	\$17.48	\$18.71	\$19.83
1" & 1-1/2" Meter	18.19	19.65	21.12	22.60	23.95
2" Meter	22.49	24.49	26.11	27.94	29.61

§ 50.023C WATER SERVICE – VOLUMETRIC CHARGES.

(A) Volumetric Rates – per 1,000 gallons of usage:

Effective Date	Tier 1 Up to 7,000 gallons	Tier 2 7,001 to 12,000 gallons	Tier 3 12,001 to 22,000 gallons	Tier 4 Over 22,000 gallons
January 1 ,2024	\$7.33	\$9.53	\$12.46	\$14.66

(B) Volumetric Rates – per 1,000 gallons of usage:

Effective Date	Block 1	Block 2
	Up to 20,000 gallons	Over 20,000 gallons
January 1, 2010	\$3.25	\$4.92
January 1, 2011	3.51	5.31
January 1, 2012	3.77	5.71
January 1, 2013	4.04	6.11
January 1, 2014	4.28	6.48
January 1, 2015	6.10	8.30
January 1, 2017	6.11	8.31
June 1, 2017	6.18	8.38
June 1, 2018	6.24	8.44
January 1, 2019	6.25	8.45
June 1, 2019	6.29	8.49
June 1, 2020	6.39	8.59
January 1, 2021	6.47	8.67
June 1, 2021	7.02	9.22
January 1, 2022	7.02	9.22
June 1, 2022	7.23	9.43
January 1, 2023	7.27	9.47
June 1, 2023	7.49	9.69

(C) For water service provided through December 31, 2009:

- (1) Water service for each dwelling unit, industrial or business establishment, public building, fraternal organization and or charitable institution shall be billed on a quarterly basis for each 1,000 gallons of water consumption, or fraction thereof, at the rates established as follows:

Rate per 1,000 gallons	Effective date
\$3.43	January 1, 2009 through December 31, 2009

- (2) Minimum charge. A minimum charge for water service shall be computed at the water rate in effect for the period of service times a minimum of 12,000 gallons per quarter. (Water rate per 1,000 gallons times 12).
 - (3) Each dwelling unit shall be counted as a separate user for purposes of computing a minimum bill for an apartment house or other multi-unit dwelling under a common central meter.
- (D) The volumetric rates provided under § 50.023C do not include potential increases in the water supply costs, programmed or otherwise, occurring after June 1, 2023. Any increases that directly impact the purchased water supply costs shall cause the rates provided under § 50.023C to be automatically adjusted. The adjusted volumetric rates will go into effect coincident with the effective date of the increases rounded up to the next whole cent (e.g., if an applicable water supply costs increase 3.7 cents, the billing rate adjustments would be in the amount of 4 cents).
- (E) For the purposes of this section the water supply costs include charges impacting the Lake Michigan water received that may be imposed by:
 - (1) the City of Chicago, and
 - (2) the Village of Oak Lawn pursuant to the terms of the water supply agreement between the Village and Oak Lawn, including, but not limited to:
 - (a) the Operations and Maintenance rate, or
 - (b) charges separate from the Operations and Maintenance rate including new debt service allocations.
- (F) In the event the rate increases charged by the City of Chicago that affects the Village and other users of Lake Michigan water, as well as any rate increase charged by the Village of Oak Lawn pursuant to the terms of the water supply agreement between the Village and Oak Lawn, shall be reduced by a court of competent jurisdiction, the rates herein imposed shall thereafter be reduced proportionately.

- (G) The amount of the water charges provided under this section shall be presented separately on the utility bill from any other charges contained therein.

SECTION FOUR

That § 50.025 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.025 BILLING PROCEDURE; DUE DATE.

- (A) All water furnished shall be charged and paid for as measured and registered by the water meters.
- (B) Billing Cycle.
1. Beginning January 1, 2024, the amount charged shall be billed and become due and payable on a bi-monthly basis.
 2. Prior to January 1, 2024, the amount charged shall be billed and become due and payable on a quarterly basis.
- (C) All bills for water service shall be rendered as of the first day of the month following the period for which the service is billed and shall be payable not later than the close of business on the twenty-fourth (24th) day following the date of the bill (e.g., if the bill is dated June 1, the due date would be June 25). If this due date should fall on a day where the Village office would normally be closed (e.g., Saturday, Sunday, or a Village recognized holiday), the due date shall be extended to the next following business day on which the Village offices are open.
- (D) If payment of the full amount of the bill is not made within the required period, then an amount as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) against the total amount of the current charges of the bill, not including any prior balance or late charges, shall be added thereto.

SECTION FIVE

That § 50.028 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.028 DELINQUENT ACCOUNTS; SERVICE DISCONTINUATION; HEARING; LIEN.

(A) Delinquent Accounts.

- (1) In the event the charges for service are not paid within 30 days after rendition of the bill for service, the charges shall be deemed delinquent. A notice of discontinuation of service in the amount of the delinquency shall be sent in writing to the utility customer on record. As applicable, at the Village's discretion, a copy of the notice of discontinuation of service may be sent to the taxpayer whose name appears on the real estate tax bill for the parcel as the owner of the premises (also known as Owner of Record), the occupant of the premises, and the user of the service by U.S. Postal Service. Such notices should state that discontinuation of service will occur within 72 hours of the date of delivery of the notice and that delinquency could also create a lien against the property.
- (2) In addition to such notice, the account shall be assessed a fee as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).
- (3) In the case of buildings with three or more residential apartments, notice of discontinuation of service shall also be provided to all tenants pursuant to the provisions of the Rental Property Utility Service Act (765 ILCS 735/0.01). In accordance with said Act, this notice shall contain the following information:
 - (a) The specific date, no sooner than 10 days after the notice is rendered, that utility service is subject to termination;
 - (b) A statement of the tenants' statutory right either (A) to pay the utility company the amount due and owing by the landlord and to deduct the

amount paid to the utility company from the rent due on the rental agreement or (B) to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the utility company for payment of utility bills;

- (c) The dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and
- (d) The name and telephone number of any legal services agency within the utility company's service area where the tenants may obtain free legal assistance. Any notice provided to tenants of a building under this Act shall be of a conspicuous size, on red paper, and in at least 14-point bold face type, except that the words "notice of (utility service) termination" shall be in 36-point bold face type if the notice is posted, and shall state:

“It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.”

(B) Service Discontinuation.

- (1) If an owner, tenant, or other user of Village utility services wishes to discontinue service, a final reading of the water meter must be requested, and a final bill prepared. The consumption determined from the final meter reading will be rounded up to the next whole billing unit as provided under §§ 50.023C, 51.094D, and 51.095B for purposes of computing the final bill. Said final bill must be paid in full before service can be transferred into the name of a new owner, tenant, or other user.
- (2) In the case of a Delinquent Account (i.e., a past due balance on a utility account), if the bill remains unpaid, and the owner, occupant or user does not request a hearing within the time allowed under division (E), fails to appear for a scheduled hearing, does not successfully dispute the bill at the hearing, or come to a settlement in relation to the bill, such utility service shall be disconnected at the Village's convenience.

(C) Lien.

If the amounts owed remains unpaid, and the owner, occupant or user does not request a hearing within the time allowed under division (E), fails to appear for a scheduled hearing, does not successfully dispute the bill at the hearing, or come to a settlement in relation to the bill, a Notice of Lien may be prepared consisting of a sworn statement setting out a description of the real estate upon or for which service was supplied, the amounts of moneys due, and the date or dates when the amounts became delinquent.

- (1) A copy of the Notice of Lien shall be sent to the taxpayer whose name appears on the real estate tax bill for the parcel as the owner of the premises (also known as the Owner of Record) and shall be recorded by the Village in the office of the County Recorder in the county in which the property is located. In all cases where a lien, or a release the lien, has been recorded, a fee shall be charged in addition to the delinquent and any current charges, including such additional charges as provided under this section, §§ 50.029, 50.030 or 50.056, as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) in addition to the recording fees charged by the county. Each recorded document (e.g., lien or lien release) will incur a separate fee.
- (2) Property subject to a lien for unpaid utility charges may be sold for nonpayment of same at the discretion of the Village. The proceeds of the sale shall be applied to pay the charges, after deducting the costs, as is the case in the foreclosure of statutory liens. A foreclosure shall be by bill in equity in the name of the Village. When directed by the President and Board of Trustees of the Village, the Village Attorney is authorized and directed to institute proceedings in a civil action in the name of the Village in any court having jurisdiction of such matters, to recover the money due for services rendered plus reasonable attorneys' fees as provided under § 50.030. Judgment in such a civil action shall operate as a release and waiver of the lien for the amount of the judgment.

- (D) Purchasers of a property which has accumulated and outstanding unpaid charges for utility services are liable, as subsequent owners of the property, for the unpaid charges, plus any fees or fines related thereto. Future utility service will be denied if said amounts

are not paid upon purchase, and/or the Village may act to foreclose any utility lien filed against the property as provided in this section.

(E) Hearing.

The owner, occupant, or user of Village utility services has an opportunity to dispute or discuss a utility bill, or delinquent account by requesting a hearing prior to the date that discontinuation of service will occur as provided in the notice of discontinuation issued under this section.

Upon receipt of said request, a hearing will be scheduled before the Village Manager, or designee, prior to discontinuation of service.

The Village may, at its discretion, provide the owner, occupant, or user an opportunity to come to a settlement in relation to the amounts owed.

SECTION SIX

That § 50.029 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.029 DELINQUENT ACCOUNTS; REINSTATEMENT OF SERVICE.

If service has been discontinued as provided for in § 50.028 or § 50.056, service shall not be reinstated until all outstanding balances, including all additional charges thereon, are paid in full.

A Delinquency Processing Fee (also known as a Reinstatement of Service Fee) as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) shall be imposed against a utility account where payment the delinquent amounts owed has not been received by the deadline provided under § 50.028(A).

In addition to the Delinquency Processing Fee, such additional charges shall include all charges provided in § 50.028, and reimbursement of any attorney's fees as provided in §50.030.

SECTION SEVEN

That § 50.031 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby deleted in its entirety.

SECTION EIGHT

That § 50.032 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.032 WATER FUND.

- (A) All revenues and monies derived from the operation of the waterworks system shall be held separate and apart from all other funds of the Village via appropriate accounting records.
- (B) The revenues derived under § 50.023A shall be deposited into the Village Local Road Improvements Fund.
- (C) All revenues from the waterworks system, except for the fees provided under § 50.023A, and all other funds and moneys in connection to the operation of the system, shall be deposited into a separate accounting fund designated as the Village Water Fund.
- (D) All revenues from the waterworks system associated with the provision of bulk water supply to other governmental or business entities (i.e., wholesale water services) shall be deposited into a separate accounting fund designated as the Village Wholesale Water Fund.

SECTION NINE

That § 50.033 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.033 ILLEGAL USE OF UNMETERED WATER; UNAUTHORIZED REINSTATEMENT OF SERVICE.

- (A) Any owner or customer who shall allow the service line to be tapped ahead of the meter, or otherwise disabling or bypassing the meter, for the purpose of using unmetered water for their own use, or for the use of others shall, in addition to having the water shut off be subject to the penalty provided in this chapter. After issuance of such notice, and prior to the stated date of service termination, the owner or customer shall have an opportunity for a hearing as provided in § 50.028.
- (B) No owner or customer shall furnish a supply of water to persons not residing on the property or allow a connection of any kind from their own supply of water to any device of any kind to provide water services to any other individual or property, except in the case of a temporary emergency connection provided with the express written consent of the Director of Public Works.
- (C) The unauthorized turn-on or reinstatement of water service which has been turned off by the Village by any individual who has not been authorized by the Village to do so shall be considered an illegal use of unmetered water, regardless of whether the meter has been bypassed or not, and subject to the penalty provided in this chapter.
- (D) Penalty, see § 50.999.

SECTION TEN

That § 50.051 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.051 LOCATION, CONNECTION.

- (A) All meters must be set inside the building which they are to serve at a point free from frost danger and readily accessible to the meter reader. Inlet and outlet pipe shall be in a horizontal position parallel to the floor, with the top of the meter register facing straight up. Upon request, the Village may allow water meters to be located outside the building but, if so located, they shall be placed in frost proof concrete pits approved by the Public Works Department and readily accessible to the meter reader and provide for clear radio signal receipt and transmissions.
- (B) The Village may require that larger-sized meters be placed on the floor, on a concrete base, or supported in other manners approved under the Village's adopted building and plumbing codes, and the Village Construction Standards provided under Chapter 55 of this Title, to relieve strain on service pipes.
- (C) All meter installations shall be subject to the approval of the Village as to location and method of installation.
- (D) Unless otherwise approved by the Village, a remote meter display or meter reading access point, including radio devices for communications between the Advanced Metering Infrastructure and the meter, must be connected to the meter and securely fastened to a side of the building at a point readily accessible to Public Works staff or their agents and provide for clear radio signal receipt and transmissions. The remote meter display or meter reading access point must be mounted no less than four feet above the finished grade. Conduit must be supplied through the outside wall to access the meter wire. The wire connecting the remote meter to the meter must not exceed 30 feet in length.

- (E) Penalty, see § 50.999.

SECTION ELEVEN

That § 50.052 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.052 INSTALLATION.

- (A) The plumber shall install pipe and fittings so that the water meter may be installed with a minimum of effort.
- (B) The installation of the water service line should follow the Village's adopted building and plumbing codes, and the Village Construction Standards provided under Chapter 55 of this Title.
- (C) Actual installation of water meters, and removal of same when required, shall be under the supervision of the Water Superintendent of the Public Works Department or their agents.
- (D) Plumbers shall not install or remove meters without the consent of the Water Superintendent.
- (E) Penalty, see § 50.999.

SECTION TWELVE

That § 50.053 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.053 ACCESS TO METER TO BE MAINTAINED.

- (A) It shall be the responsibility of the person receiving utility services to keep the area adjacent to a water meter, and any meter reading access point free and clear for ready access by Public Works staff or other authorized agents. Failure to do so after proper notice from the Public Works Department shall be sufficient cause to discontinue utility service until this requirement has been fully complied with. Discontinuation of water service will occur as provided under § 50.028.
- (B) The Water Superintendent, and authorized agents shall have ready access to the premises, places, or buildings where meters and meter reading access points are located, for the purpose of reading, examining, testing, repairing, or replacing the meter or related equipment, and examining and testing the consumption, use, and flow of water. It shall be unlawful for any person, firm, or corporation to interfere with, prevent, or obstruct the work of the Superintendent or the Village authorized agents hereunder.
- (C) Every consumer of Village water shall receive service subject to the conditions prescribed in this section.
- (D) Penalty, see § 50.999.

SECTION THIRTEEN

That § 50.055 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.055 TESTING; REPAIR.

The Water Superintendent shall from time-to-time cause water meters to be inspected and tested as a routine procedure. Between routine tests, the Water Superintendent shall cause those water meters that may appear to be out of order or indicate faulty registration to be inspected and if necessary, removed for testing. Any meters found faulty on a test shall be repaired or replaced at Village expense unless the faulty meter shall have been damaged by the negligence of the customer, in which case the Village shall charge the customer the cost of the repairs or replacement.

SECTION FOURTEEN

That § 50.056 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.056 PURCHASING OR REPLACING METERS.

- (A) All water meters used to measure water purchased or otherwise obtained from the water system of the Village shall only be purchased from the Village. The purchase price of the meter shall be paid to the Village before any water service line is connected to the water mains.
- (B) Where an old meter becomes worn beyond repair and/or the Water Superintendent declares that the water meter is no longer serviceable, it shall be replaced by the Village at no expense to the customer.
- (C) The person and/or property owner receiving water service shall provide the Village and its agents reasonable access to the meter for inspection, service, or replacement, upon

request. It shall be the responsibility of the person and/or property owner receiving water service to provide the necessary accommodation to the Village during its normal business hours to access the water meter for such inspection, service, or replacement.

- (D) In the event access to the water meter is denied either by verbal or written notification of the tenant, occupant, or property owner, or where no response has been received to a written notice issued by the Village, the Village shall have the authority to charge a Non-compliance Fee as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) per billing cycle including any period in which access to the metering device has been withheld or denied. The Water Superintendent may also cause discontinuance of water service until access has been provided.
- (E) Any discontinuation of water service will occur only after notice and an opportunity for hearing in the same manner as provided in § 50.028.
- (F) The fee for discontinuation or reinstatement of service as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI) shall be charged to the person and/or property owner receiving utility services if such water service has been discontinued because of noncompliance with this section.
- (G) Where a utility customer wishes to replace a serviceable meter with one of a different size, the customer shall pay the cost for the new meter. Such payment shall be made before the replacement meter is installed.

SECTION FIFTEEN

That § 50.070 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.070 SIZE; MATERIALS.

All water supply mains hereafter installed as part of the distribution system of the Village shall comply with the requirements of the Village's Subdivision and Development Regulations, the Village's adopted building and plumbing codes, and the Village Construction Standards provided under Chapter 55 of this Title.

SECTION SIXTEEN

That § 50.071 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.071 INSTALLATION.

- (A) Water supply mains hereafter installed as part of the distribution system of the Village shall comply with the requirements of the Village's Subdivision and Development Regulations, the Village's adopted building and plumbing codes, and the Village Construction Standards provided under Chapter 55 of this Title.
- (B) The cost of installing water supply main extensions, replacements, or improvements shall be provided for by one of the following methods:
 - (1) For all new subdivisions or parts thereof located inside of the Village limits and not already served by the Village water supply mains, the developer shall provide a complete system of water supply mains connected to the Village water system, including any connecting mains needed to bring water to the subdivision, at the developer's expense as provided within the Village's Subdivision and Development Regulations.

- (2) For extensions of all water supply mains inside the Village limits on streets or alleys already platted which are not a part of a new subdivision, when these mains are intended solely for providing a water supply to one or more abutting property owners, the cost of installing these mains shall be provided for by one or more of the following methods:
- (a) By a private contract between the proposed customer or customers and a private contractor in which the Village will have no interest other than general supervision to see that the proposed extension complies with Village specifications in accordance with the Village Construction Standards provided under Chapter 55 of this Title.
 - (b) By advance cash contributions to the Village in the full estimated amount of the cost of the work by the person(s) benefitting from the improvements, with the contract for the work to be let by the Village with the understanding that any excess of funds advanced over actual final costs be refunded to the contributors. If construction costs exceed the advance cash contributions, the difference shall be paid to the Village by the person(s) benefiting from the improvements.
 - (c) By regular special assessment procedure or by special service area as established by state law.
 - (d) Any of the above methods shall first be approved by the Board of Trustees before the start of construction.
- (3) For all extensions of water supply mains connected to the Village water system but installed outside of the Village limits, the full cost thereof, including any connecting mains that may be needed to bring water to the area to be supplied regardless of whether these connecting mains are inside or outside the Village limits, shall be paid for in full by the developer or customers to be served in any manner or method they see fit. The costs of such an extension shall include the costs associated with the Village's supervision to assure the work complies with Village specifications. Such extensions shall be in accordance with the Village Construction Standards provided under Chapter 55 of this Title.

- (4) Any person desiring to construct a private water (or sewer) line in a public right-of-way or on other public property must have Village approval of plans in accordance with the Village Construction Standards provided under Chapter 55 of this Title. Such a person shall be responsible for all costs associated with the construction including the costs associated with the Village's supervision to assure the work complies with Village specifications. The owner of such private infrastructure shall be responsible for the maintenance, repair, or replacement as directed by the Village. The costs of any restoration of the public property required by any maintenance, repair, or replacement of said private infrastructure shall be the responsibility of the owner of the property served by the private utility line(s).

SECTION SEVENTEEN

That § 50.091 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.091 WATER SERVICE LINES.

All water service lines connected to the Village supply mains shall comply with the requirements of the Village's Subdivision and Development Regulations, the Village's adopted building and plumbing codes, and the Village Construction Standards provided under Chapter 55 of this Title.

SECTION EIGHTEEN

That § 50.998 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 50.998 DISCONTINUANCE OF SERVICE FOR VIOLATIONS.

- (A) Whenever two or more properties are already supplied by one existing service line, the failure on the part of any party owning, residing on, or otherwise occupying any of the properties to comply with the provisions of this chapter, or if the single service line becomes unserviceable, shall be sufficient grounds for the Water Superintendent to discontinue utility services, after notice and an opportunity for a hearing as provided in § 50.028, and without any liability whatsoever to any one or all parties.
- (B) The President and Board of Trustees reserve the right to discontinue the supply of utility services to any customer for a violation of any of the provisions of this chapter after notice and an opportunity for hearing as provided in § 50.028, and not to restore service until the violation has been corrected and all outstanding utility charges have been paid, including any Delinquency Processing Fee (also known as a Reinstatement of Service Fee) as listed in the Comprehensive Fee Schedule (Tinley Park Code of Ordinances, Table of Special Ordinances, Table XI).

SECTION NINETEEN

That § 51.094 of Chapter 51, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 51.094A WASTEWATER COLLECTION SERVICES - GENERALLY.

Wastewater Collection Service Charges are for the operation and maintenance of the Village sanitary sewer system for the collection of wastewater (sanitary sewerage) from a customer service location, and the transportation of such wastewater to the point of delivery to the facilities maintained by the governmental agency or business responsible for performing the water reclamation and disposal of the residual solid waste (also referred to as sewerage treatment) services. The wastewater collection charges may also be referred to as the "sewer collection" or "sewer" charges.

§ 51.094B WASTEWATER COLLECTION SERVICES – MEASUREMENT OF FLOW.

The basic wastewater collection charge shall be based on water usage as recorded by water meters. The volume of flow used for computing basic user charges shall be the same as determined for the purposes of metered water consumption.

- (A) If a person, business, or other entity who is discharging wastes into the Village public sanitary sewers procures any part, or all, of their water from sources other than the Village's water system, all or a part of which is discharged into the public sewers, the party shall install and maintain, at their expense, additional water meters of a type approved by the Village for the purpose of determining the volume of water obtained from the other sources.
- (B) Devices for measuring the volume of wastewater discharged may be required by the Village if these volumes cannot otherwise be determined from metered water consumption.
 - (1) Such metering devices for determining the volume of wastewater shall be in accordance with Village specifications for this purpose. Such devices shall be installed, owned, and maintained by the party receiving wastewater collection services. Following approval and installation, the meters may not be removed without the consent of the Village unless service is cancelled.
 - (2) If an accurate determination of wastewater generated and entering the Village's wastewater collection system facilities can be made by the Village's Public Works Department, or the owner or occupant of the property, by means of actual sewerage flow monitoring and or metering, then the wastewater collection charge shall be based on the number of gallons of wastewater produced for the billing period in 1,000-gallon increments. Any fractional billing increment shall be rounded up to the next billing unit.
- (C) If the user can prove through additional metering devices approved by the Village, and installed at the user's expense, that a portion of the water used is not entering the wastewater collection system, such usage shall be excluded from the wastewater collection service charges.

(D) Non metered users. All non-metered users of the wastewater collection system facilities (a sanitary sewer connection only, without a corresponding water service connection) shall have a measurement of wastewater flow imputed for purposes of computing the wastewater collection service charge if measurement of wastewater flow is not otherwise determined by measurement as identified in division (A)(2) of this subsection.

(1) Imputed residential per person usage.

- (a) In the case of a residential dwelling unit, the amount of wastewater generated per person shall be imputed to be 3,000 gallons per month (based on United States Geological Survey statistics regarding the typical gallons of domestic consumption of water per person, per day). This imputed usage rate shall be multiplied times the number of occupants of the dwelling unit and the number of months in the billing period.
- (b) The resident or owner of the dwelling unit shall be required to provide an accurate number of occupants of the home for such billing purposes at least on an annual basis.
- (c) If the number of occupants cannot be reasonably determined, a minimum residential per person charge shall be computed using three occupants (based on United States Census Bureau statistics of local population in relation to units of housing).

(2) Imputed non-residential per person usage.

- (a) If an accurate determination of wastewater generated and entering the Village's wastewater collection system facilities cannot be determined by measurement, then the additional charge shall be calculated by means of the actual, or average (in the case where occupancy fluctuates from day to day) number of occupants of said property for the billing period, following the per person formula provided under division (A)(4)(a)1. of this section.
- (b) For non-residential properties where non-metered use of the wastewater collection system facilities (sanitary sewer connection only, without corresponding water service connection) is provided, and neither wastewater produced can be determined as provided under division (A)(2) of this section, or the number of actual or average occupants as provided

under division (A)(4)(a)1. of this section can reasonably be determined, the additional charge shall be based on ten residential per person charges as provided under division (A)(4)(a)1. of this section.

§ 51.094C WASTEWATER COLLECTION SERVICES – BASE CHARGES.

(A) For wastewater collection services provided beginning January 1, 2024:

Bi-Monthly base charges:

Rates effective January 1,	2024
All meter sizes	\$4.79

(B) For wastewater collection services provided after December 31, 2009 through December 31, 2023:

Quarterly Base Charges:

Rates effective January 1,	2010	2011	2012	2013	2014
All meter sizes	\$5.00	\$5.48	\$6.00	\$6.56	\$7.19

(C) For wastewater collection services provided between May 1, 2004 and December 31, 2009:

Debt Service Charge.

- (1) The debt service charge shall be computed by dividing the annual debt service of all outstanding loans, bonds, and the like, by the number of users. Through further divisions, the quarterly debt service charges can be computed.
- (2) A debt service charge of \$1.26 per quarter to each user of the wastewater collection system of the Village is established.

§ 51.094D WASTEWATER COLLECTION SERVICES – VOLUMETRIC CHARGES.

(A) For wastewater collection services provided beginning January 1, 2024:

Rates per 1,000 gallons	2024
All meter sizes	\$2.28

(B) For wastewater collection services provided after December 31, 2009 through December 31, 2023:

Rates per 1,000 gallons effective January 1,	2010	2011	2012	2013	2014
All meter sizes	\$0.79	\$0.87	\$0.95	\$1.04	\$1.14

(C) For wastewater collection services provided between May 1, 2004 and December 31, 2009:

Rates per 1,000 gallons	
All meter sizes	\$0.77

A minimum charge for wastewater collection services shall be computed at the basic user rate in effect for the billing date times a minimum of 6,000 gallons of water consumption per quarter. (e.g., wastewater collection rate per 1,000 gallons times six). Said minimum charge shall be charged to each user of the wastewater collection system in addition to the debt service charge provided under §51.094B.

Each dwelling unit shall be counted as a separate user for purposes of computing a minimum wastewater collection system charge for an apartment house or other multi-unit dwelling under a common central water meter.

SECTION TWENTY

That § 51.095 of Chapter 51, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 51.095A **STORMWATER MANAGEMENT FEE – BASE CHARGES.**

(A) For stormwater management services provided beginning January 1, 2024:

Bi-Monthly base charges:

Rates effective January 1,	2024
All meter sizes	\$1.54

(B) For stormwater management services provided after December 31, 2009 through December 31, 2023:

Quarterly Base Charges:

Rates effective January 1,	2010	2011	2012	2013	2014
All meter sizes	\$1.56	\$1.62	\$1.68	\$1.80	\$1.86

§ 51.095B **STORMWATER MANAGEMENT FEE – VOLUMETRIC CHARGES.**

(A) For stormwater management services provided beginning January 1, 2024:

Rates per 1,000 gallons	2024
All meter sizes	\$0.39

- (B) For stormwater management services provided after December 31, 2009 through December 31, 2023:

Per 1,000 gallons of water usage in excess of 6,000 gallons

Rates effective January 1,	2010	2011	2012	2013	2014
	\$0.26	\$0.27	\$0.28	\$0.30	\$0.31

- (C) For stormwater management services provided between May 1, 2004 and December 31, 2009:

Rates per 1,000 gallons	
All meter sizes	\$0.15

A minimum charge for stormwater management shall be computed at the Stormwater Management Fee in effect for the billing date times a minimum of 6,000 gallons of water consumption per quarter. (e.g., stormwater management utility rate per 1,000 gallons times six).

Each dwelling unit shall be counted as a separate user for purposes of computing the Stormwater Management Utility Fee bill for an apartment house or other multi-unit dwelling under a common central meter.

- (D) Measurement of Flow. The measurement of flow for the purposes of this section shall follow the methodology as provided under § 51.094A.

SECTION TWENTY-ONE

That § 51.096 of Chapter 51, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 51.096 SEWER TREATMENT CHARGES.

- (A) All property located in Frankfort Township, Will County, either within the corporate limits of the Village, or otherwise connected to the Village's wastewater collection systems is subject to a wastewater or sewer treatment charge for treatment and disposal of sewerage wastes (also known as water reclamation).
- (B) The computed sewer treatment charges are in addition to the charges set forth in §51.094 and §51.095.
- (C) The amount of the wastewater treatment charges provided under this section shall be presented separately on the utility bill from any other charges contained therein.
- (D) Metropolitan Water Reclamation District of Chicago Service Area.
 - (1) For that portion of the Village which lies within Frankfort Township, Will County and within the wastewater service area under an agreement between the Village and the Metropolitan Water Reclamation District of Greater Chicago (formerly the Metropolitan Sanitary District of Greater Chicago, hereinafter "MWRD"), an amount shall be charged for wastewater treatment services and computed under the formula provided within the agreement as follows:
 - (a) The most currently available equalized assessed valuation for the property at the time the utility bill is being rendered shall be multiplied by the most recent available real estate tax rate of the MWRD for property within its district boundaries (primarily in Cook County) and the result thereof shall be multiplied by 140% to obtain the annual wastewater treatment charge for such property.

- (b) This amount shall be divided by twelve (12), and the applicable number of months corresponding to the utility billing cycle shall be added to each utility bill rendered. (e.g., if a bi-monthly billing cycle is used, two months shall be added; if a quarterly billing cycle is used, three months shall be added.)
 - (c) Each year, as a new equalized assessed valuation becomes available for the subject property and a new tax rate becomes available for the MWRD, the amount of such user charge shall be recomputed utilizing such new equalized assessed valuation and tax rate and shall apply to the subsequent utility bills rendered.
 - (d) If the sewer treatment fee computed for one sewer treatment service year under the agreement has not been wholly recouped from the property prior to the computation of the next sewer treatment service year, the remaining sewer treatment service fee will be added to the next available billing period in addition to the pro-rata share of the new year's sewer treatment service fee.
- (2) This sewer treatment charge is applicable to all properties which lie within the corporate limits of the Village in Frankfort Township, Will County and within the designated wastewater service area under an agreement between the Village and the MWRD regardless of whether the property is vacant land or otherwise developed in any manner (i.e., if the property is subject to a property tax bill, the property is also subject to the sewer treatment charge under this section).
- (3) From time to time, a property owner may have had cause to appeal the valuation of property for property tax purposes, or have a property tax billing error corrected that affects the property's equalized assessed valuation for a tax year, and which may have resulted in the recalculation of the related annual property tax bill. Should a property valuation (equalized assessed valuation) for a given tax year be reduced, the Village utility customer may be eligible for a reduction in the related sewer treatment charge which is based on the equalized assessed valuation.

- (a) The recalculation of an annual sewer treatment charge under this section due to a subsequent adjustment to equalized assessed valuation will not occur automatically as the Village is not notified of such changes as they occur. It is solely the property owner's responsibility to notify the Village of such changes to initiate the recalculation of the annual sewer treatment charges.
- (b) The property owner must provide the Village with valid and legible documentation of the revised or adjusted equalized assessed valuation. Upon verification and validation of the information provided, the calculation of the revised annual sewer treatment charges based on that tax year's adjusted equalized assessed valuation can be performed.
- (c) Any such adjustment reducing the sewer treatment charge will be provided as a credit against the current and/or future utility bills.

(E) Village of Frankfort Service Area.

- (1) This sewer treatment charge is applicable to all properties which lie within Frankfort Township, Will County and within the wastewater Facility Planning Area of the Village of Frankfort (hereinafter "Frankfort").
- (2) Under an agreement between the Village and Frankfort, an amount shall be charged for wastewater treatment services and computed as follows:
The amount of water consumption billed under § 50.023C times the Village of Frankfort Basic User Charge rate per 1,000 gallons in effect on the date the bill is being rendered.

(F) Illinois-American Water Company Service Area.

- (1) This sewer treatment charge is applicable to all properties which lie within Frankfort Township, Will County and within the wastewater Facility Planning Area of the Illinois-American Water Company (formerly known as Citizens Utilities Company of Illinois, hereinafter "IAW").
- (2) For that portion of the Village which lies within Frankfort Township, Will County and within the wastewater service area under an agreement between the Village and

IAW, an amount shall be charged for wastewater treatment services and computed as follows:

- (a) The difference between the IAW "Collection and Treatment Service" and "Collection Service" rates from the most recent tariff rate schedule approved by the Illinois Commerce Commission then in effect during the billing period shall be used to compute the wastewater treatment charges.
- (b) It is recognized and acknowledged that the terms "Collection and Treatment Service" and "Collection Service" may change from time to time in relation to the IAW tariff schedules. These terms shall also cover such other terminology that may be used to distinguish between the charges applicable to sewer collection and sewer treatment such that the charges applicable to sewer treatment alone can be separately determined.
- (c) Such charges may include both fixed and volumetric (consumption) based rates as may be included in the Illinois Commerce Commission approved tariff schedules in effect during the Village billing period. The current IAW rate structure of the tariff schedules is based on monthly billing. The computation of the applicable wastewater treatment charges herein shall be adjusted to correspond with the Village billing cycle in effect when the utility bill is rendered.

SECTION TWENTY-TWO

That § 51.097 of Chapter 51, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 51.097 BILLING AND COLLECTION.

The provisions found in § 50.020 through § 50.033, as applicable, of the Village code shall also apply to all sewer (wastewater collection, wastewater treatment, and stormwater management) charges, whether billed in combination with water consumption, or separately (such as in the case of a property where only sanitary and or storm sewer services are being provided).

SECTION TWENTY-THREE

That § 51.098 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby deleted in its entirety.

SECTION TWENTY-FOUR

That § 51.112 of Chapter 51, Title V of the Tinley Park Code of Ordinances is hereby replaced in its entirety so that the same shall be read as follows:

§ 51.112 SEWER FUNDS.

- (A) All revenues and monies derived from the operation of the wastewater collection system shall be held separate and apart from all other funds of the Village via appropriate accounting records.
- (B) All revenues from the wastewater collection system, and all other funds and money in connection to the operation of the system, shall be deposited into a separate accounting fund designated as the Village Sewer Fund.

- (C) All revenues and monies derived from the operation of the stormwater collection system, including the Stormwater Management Fee as provided under § 51.095 shall be held separate and apart from all other funds of the Village via appropriate accounting records.
- (D) All revenues from the stormwater collection system, and all other funds and money in relation to the operation of the system, shall be deposited into a separate accounting fund designated as the Village Stormwater Management Fund.

SECTION TWENTY-FIVE

That § 51.113 of Chapter 50, Title V of the Tinley Park Code of Ordinances is hereby deleted in its entirety.

SECTION TWENTY-SIX

That the Comprehensive Fee Schedule, Table XI-VI be amended as follows:

I-XI-VI: PUBLIC WORKS		
CODE SECTION	FEE TYPE	FEE AMOUNT
Title V § 50.003(B)	Use of Fire Hydrants by Unauthorized Personnel; Permit Required Small hydrant meter use permit	\$100 deposit \$1 per day rental \$.01 per gallon of water used
Title V § 50.003(B)	Use of Fire Hydrants by Unauthorized Personnel; Permit Required Large hydrant meter use permit	\$600 deposit \$3 per day rental \$.01 per gallon of water used
Title V § 50.003(B)	Use of Fire Hydrants by Unauthorized Personnel; Permit Required Hydrant Wrench rental	\$0.50 per day rental
Title V § 50.003(B)	Use of Fire Hydrants by Unauthorized Personnel; Permit Required Hose rental – 50-foot section	\$1 per day rental per hose section
Title V § 50.025 (B)	Application for Service; Commencement Non-Owner/Tenant/Renter's deposit	\$75
Title V § 50.025(D)	Utility Billing Procedure Late fee	5% of total amount of current charges of the bill
Title V § 50.028(A)(2)	Utility Delinquent Accounts Delinquency Notice Fee	\$25
Title V § 50.028(C)(1)	Utility Delinquent Accounts Lien fee Lien release fee	\$200 in addition to the recording fees charged by the county
Title V § 50.029	Utility Delinquent Accounts Delinquency Processing Fee Reinstatement of Service Fee	\$150
Title V § 50.056	Purchasing or Replacing Meters	Current full cost of meter

Title V § 50.056(D)	Purchasing or Replacing Meters Non-compliance fee	\$200 per billing cycle
Title V § 50.056(F)	Purchasing or Replacing Meters Reinstatement of Service Fee	\$150
Title V § 50.057	Tampering with water meters Purchasing or replacing water meter	Current full cost of meter
Title V § 50.057(A)(1)	Tampering with water meters	<1.5" line – Cost of testing \$75 to reseal/reset >1.5" line – Cost of testing \$150 to reseal/reset
Title V § 50.998(B)	Discontinuation of Service for Violations Reinstatement of Service Fee	\$150
Subdivision: Section XIII-A	Administrative fee for development	0-5 acres \$250 minimum >5-40 acres \$50 per acre Over 40 acres \$20 per acre over 40 acres, plus fees calculated on the first 40 acres

SECTION TWENTY-SEVEN

All Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of any such conflict.

SECTION TWENTY-EIGHT

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 immediately upon its adoption, approval, and publication as required by law.

PASSED THIS _____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 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: Ordinance No. 2023-O-056, “AN ORDINANCE AMENDING TITLE V, CHAPTERS 50 AND 51, ALONG WITH TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE TINLEY PARK CODE OF ORDINANCES REGARDING WATER AND SEWER CHARGES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____.

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

CLERK

NANCY M. O’CONNOR, VILLAGE



Interoffice Memo

Date: September 21, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: 2023-2024 Bulk Road Salt Purchase

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

Description: This purchase agreement locks in the price for bulk road salt from Morton Salt, Inc. delivered to the Public Works facility at \$75.81 per ton. Under this agreement the Village is required to take delivery of 5,500 tons of salt over the winter season.

The total estimated cost for 2023-2024 \$416,955

A request for a purchasing agreement proposal for bulk rock salt was requested from 3 companies. The following three (3) responses were received:

Morton Salt, Inc.	Oakbrook, IL	\$75.81 per ton
Compass Minerals	Overland, KS	\$77.42 per ton
Cargill	North Olmsted, OH	\$91.35 per ton

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

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

O&M Budget Road & Bridge amount available	\$480,480
O&M Odyssey Street Fund amount available	\$10,000
Estimated amount required for salt purchase	<u>(\$416,955)</u>
Amount UNDER budget	\$73,525

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, Inc. for the FY24 bulk road salt purchase in the amount of \$75.81 per ton.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-125**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE**

**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-125**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE**

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 Morton Salt, 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 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE

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-125p, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK ROAD SALT PURCHASE**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October 2023.

VILLAGE CLERK


MORTON SALT

SEP 13, 2023

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park IL 60477-1628

Dear Sir/Madam

MORTON SALT, INC. / CENTRAL SALT LLC is pleased to offer you the following bulk deicing salt pricing for the season 2023/2024.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2023	APR 30, 2024	Delivered	MS Dump Truck Standard UNLIMI 20 TON
5500 TON 5940064445/720			MORTON CALUMET(CH	75.81 USD per TON
Total Tons: 5500 TON				

Do you wish to change the tonnage? Yes ___ No ___ Upon approval, new total requested tonnage is: _____
Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities from SELLER's location listed above to specific to the delivery address shown below.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31, 2023.

Tonnage Commitment: SELLER agrees to supply up to 100% of the Quoted Tonnage, and CUSTOMER guarantees to purchase a minimum of 40% of the total Quoted Tonnage by December 31, 2023 and a minimum of 0% of the total Quoted Tonnage by March 31, 2024. If CUSTOMER fails to purchase the minimum 40% December 31, 2023, SELLER reserves the right to terminate this quote. SELLER will invoice CUSTOMER for any shortfall below the minimum committed tonnage at the quoted price within thirty (30) days of the purchase deadline.

Please review your account information and advise if any changes are required:

Delivery Address:
VLG TINLEY PARK-IL
7980 183RD ST
TINLEY PARK IL 60477-3679

Name and Title of Customer's authorized representative: _____

Customer #3656176

Email Address: _____

Phone Number: _____



MORTON SALT

To confirm and accept this quote, please sign this form and return via e-mail, mail, or fax to seller within seven (7) days of the date of this quote.

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax : 630-214-0725
444 W Lake St
Chicago IL 60606

CUSTOMER ACCEPTANCE: I accept this price quote for CUSTOMER for season 2023/2024 .

CUSTOMER's Signature: _____ Date: _____

This quote is valid for acceptance by CUSTOMER within seven (7) days after the date of issuance. If this form is not signed and returned by CUSTOMER to SELLER within seven (7) days, then the quote is null and void. This quote is not binding on Seller until CUSTOMER's signed acceptance form is accepted and confirmed in writing by Seller.

Customer # 3656176

All orders must be placed through myMorton at mymortonsalt.com/login
To place orders and view invoices 24/7, logon or register at mymortonsalt.com/login

For future correspondence, if your email address will be changing, please provide it below.

Email address for quote communication: _____



MORTON SALT

STANDARD TERMS FOR COMMERCIAL BULK DEICING SALT CUSTOMERS (2023-2024 WINTER SEASON)

"SELLER" means Morton Salt, Inc. unless otherwise stated on the quote form.

"CUSTOMER" means the customer signing the price quote; and "TONS" means short tons

1. Orders based on the price quote are subject to the terms and conditions set forth herein, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon SELLER unless made in writing and signed by an authorized executive of SELLER.
2. All orders are subject to product availability. SELLER reserves the right to decline any order, suspend a shipment, or terminate an existing order for any reason that affects SELLER's ability to deliver product, including, without limitation, conditions at production facilities or terminals of SELLER or SELLER's affiliates.
3. Effort will be made to ship Product as soon as possible after an order is accepted by SELLER, however SELLER shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from SELLER'S negligence, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather-related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of SELLER.
4. Please order at least 24 hours prior to the expected delivery date. Delivered pricing quotes are based on shipments made in dump trucks carrying a minimum quantity of 22-25 tons per shipment, except for the following: in Michigan, there is 50-ton minimum quantity (or single trailer 25-ton minimum); in Utah: a 40-ton minimum (or single trailer, 25 ton minimum or in-axe truck 18-ton minimum); in Ohio: pile delivery-200 ton minimum; a 10-ton minimum per truck pickup where offered and available. Normal delivery is 1 to 5 business days.
5. Prices quoted are good for the product sourced from the stated shipping location. Any orders for product quantities exceeding Quoted Tonnage is subject to product availability and may be declined by SELLER with no liability to Customer, or may be sourced from an alternate shipping location within SELLER's network of affiliates, and are subject to price adjustment for incremental transportation costs incurred by SELLER to fulfill such orders. SELLER reserves the right (i) to direct Customer pickups to an alternate shipping locations within a specific market (within fifty(50) miles of the original shipping location), depending on SELLER's inventory availability, and (ii) charge a fee for any in-transit load that is diverted from its original destination in order to fulfill CUSTOMER's order. For delivered pricing quotes, if fuel costs rise to a level requiring carriers to implement a fuel surcharge, SELLER reserves the right to invoice Customer for the fuel surcharge amount as an additional charge that will be shown as a separate line item on the invoice. If implemented, the fuel surcharge amount may vary weekly, and are based on the fuel cost averages published www.eia.doe.gov.
6. Orders must be placed via myMorton online portal whenever possible. Orders placed for pickup may not be available for 24 hours from the time the order is placed.
7. SELLER warrants the product sold hereunder is suitable for ice control only. SELLER's liability is limited to providing additional material, to the extent any material is shown to be otherwise than warranted, and SELLER shall be in no event liable otherwise for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Any claims of quantity errors, quality issues, or damages must be made in writing to SELLER within five (5) days of delivery and must include satisfactory evidence. Customer, by acceptance of the Product, assumes all risk and responsibility incident to the handling and use of said product and for the results obtained through the use of said material, and shall indemnify and hold SELLER harmless of and from any and all claims with respect thereto.
9. The price quote does not include any sales, use or other taxes, which will be added to the price, if applicable, as a separate line item at time of invoicing. All purchases are subject to the appropriate sales tax rate, and the Customer will be charged such tax unless Customer is exempt and has provided SELLER with the appropriate sales tax exemption certificate for Customer.
10. Payment is due net thirty (30) days, subject to SELLER's Credit Department approval. SELLER reserves the right to charge a one and a half percent (1 1/2%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of invoice. SELLER also reserves the right upon notice to CUSTOMER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoiced price for such shipments and inclusive of all freight.
11. In the event of a product shortage, SELLER has the right to allocate available product among its customers, including itself.
12. This price quote and terms herein are construed and governed by the laws of the State of Illinois.

**Sold-To ("Buyer"):**

Kelly Mulqueeny
VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
VILLAGE HALL
TINLEY PARK, IL 60477

Date: August 11, 2023
Document: 199070
Tel: 708-444-5520
Fax:
Email: kmulqueeny@tinleypark.org
Customer #: H705884
Preferred: Fax

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
5,500	Village of Tinley Park Municipal Garage 7980 W. 183 Street TINLEY PARK, IL 60477 Destination #: H762537 Delivery Lead Time: 7 days	77.42 Deliver w/o/Equipment	Depot: Chicago - Calumet Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 21.1 Miles

- ~Subject to prior sale
- ~Minimums will be enforced
- ~An active order must be placed a minimum of one day in advance of pick-up loads

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Sean Lierz
Senior Manager 1-800-323-1641 x2
Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the Invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's Invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Thursday, September 21, 2023

Billing Information		Shipping Information	*Contact Information	
Account Number			Attn:	Kelly Mulqueeney
Name	Village of Tinley Park	Village of Tinley Park	Title	Street Superintendent
Address 1	16250 Oak Park Avenue	16250 Oak Park Avenue	Phone	(708) 444-5520
P O Box			Fax	
City State Zip	Tinley Park, IL 60477	Tinley Park, IL 60477	Mobile	
County	Cook	Cook	e-mail	kmulqueeney@tinleypark.org
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2021/2022 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$ 91.35	5,500	Romeoville
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 21, 2023 through April 30, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2023, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Jim Anderson District Sales Manager Jim_a_anderson@cargill.com 800-600-7258 - p 612-812-0051 C	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone		Fax	e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

- TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.
- TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.
- PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.
- WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.
- EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.
- FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.
- INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.
- DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.
- TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt, and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.
- TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.
- ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.
- FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Interoffice Memo

Date: September 27, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Streets Superintendent

Subject: Service Contract Award-Parking Lot Snow Removal (Year 3 of 3)

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

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

Description: Public Works is recommending that the board award a contract to Beverly Snow & Ice, Inc. for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. This will be the third (3rd) and final year for this contract. The past 8 years Beverly Snow & Ice, Inc. has proven to be professional, reliable contractor with reasonable rates.

Budget / Finance: Funding is available in the approved FY24 budget, Road & Bridge operations, and maintenance fund 01-26-23-72785.

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

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

Staff Direction Request:

1. Approve the service contract with Beverly Snow & Ice, Inc. for the FY24 Parking Lot Snow Removal Contract in the amount not to exceed the total FY24 funding amount of \$512,590 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-126

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND BEVERLY SNOW & ICE INC. FOR SNOW REMOVAL – PARKING LOTS**

**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-126**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE INC. FOR SNOW REMOVAL – PARKING LOTS**

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 Beverly Snow & Ice Inc., a true and correct copy of such CONTRACT being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 3rd day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 3rd day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Snow Removal-Parking Lots Contract

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-126, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE INC. FOR SNOW REMOVAL – PARKING LOTS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 3rd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of October 2023.

VILLAGE CLERK

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

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

PRODUCER MUDRON KANE INSURANCE / MKINS LLC 113 REPUBLIC AVENUE SUITE 100 JOLIET IL 60435		CONTACT NAME: Joe Kane or Sara Grygiel PHONE (A/C, No, Ext): (815) 729-4670 FAX (A/C, No): (815) 741-9807 E-MAIL ADDRESS: sara@mkiins.com	
INSURED BEVERLY COMPANIES: BEVERLY ENVIRONMENTAL LLC, BEVERLY LAWN MAINTENANCE INC., BEVERLY SNOW AND ICE INC. 16504 DIXIE HIGHWAY MARKHAM, IL 60428		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins. Co. INSURER B: The Travelers Companies Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23574 CFC33	

COVERAGES

CERTIFICATE NUMBER: 23-24 MASTER COI

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			CPIL0560132192	6/19/2023	6/19/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			CPIL0560132192	6/19/2023	6/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> CONTRACTUAL	<input checked="" type="checkbox"/> 5000 MED-PAY					Uninsured motorist combined single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-6T161840-22-NF	6/19/2023	6/19/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		CPIL0560132192	6/19/2023	6/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					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
A	INLAND MARINE			CPIL0560132192	6/19/2023	6/19/2024	INSTALLATION FLOATER \$ 10,000
	RC/Special Form/\$1,000 Ded.						RENTED EQT. \$ 300,000

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

RE: All Projects/All Services of Named Insured. ADDITIONAL INSURED under General Liability and Auto Liability all if required by written contract on Primary Non-Contributory basis: Village of Tinley Park the entity, its officers, officials, employees, and volunteers. If required by written contract, WAIVER OF SUBROGATION in favor of the Addl Instds applies to GL, Auto & WC/EL.

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 Joseph Kane/SARA
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Village of Tinley Park

SERVICE CONTRACT

SNOW REMOVAL PARKING LOTS

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Five hundred and twelve thousand five hundred and ninety dollars and zero Cents (\$512,590.00)**. 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 James Esposito, as President and on behalf
(Name) (Title)
of Beverly Snow & Ice Inc having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

Illinois July 15 2010

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: 273045089

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):JE

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.

JE

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.

JE

Form C: Additional Information (if required)

JE

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

JE

Illinois Department of Revenue registration

JE

Illinois Department of Employment Security registration

JE

Standards of Apprenticeship/Apprentice Agreements

JE

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

JE

Written Safety Policy Statement signed by company representative

JE

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

JE

Workers' Compensation Coverage

JE

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 33B of the Criminal Code of 1961, as amended.

Beverly Snow & Inc Inc
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Human Rights Act:

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

Beverly Snow & Ice Inc
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Beverly Snow & Ice Inc
Name of Contractor (please print)

[Signature]
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.

Beverly Snow & Ice Inc
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

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

The undersigned hereby certifies that:

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

Beverly Snow & Ice Inc
Name of Contractor (please print)
President
Title

[Signature]
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.

Beverly Snow & Ice Inc
Name of Contractor (please print)
President
Title

[Signature]
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.

Beverly Snow & Ice Inc
Name of Contractor (please print)
President
Title

[Signature]
Submitted by (signature)

[Signature Page to Follow]

CONTRACTOR

BY: _____

Name

Date

9-25-23

Printed Name

Title

James Esposito

President

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 Snow Removal Parking Lots Scope

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

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

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION