

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, November 7, 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 OCTOBER 17, 2023.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONDUCT A FIREFIGHTER SWEARING-IN CEREMONY- **Trustee
Brennan**

ACTION: Discussion: Clerk O'Connor will swear in the following firefighter:

- Louis Pruger

No specific action is required.

COMMENTS: _____

ITEM #4

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

ACTION: Discussion:

Plan Commission:

- Michael Stocklose

Marketing Commission:

- Jen Biasi

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER THE APPOINTMENT OF PRESTON FRYE TO THE POSITION OF PROPERTY AND EVIDENCE CUSTODIAN - **President Glotz**

ACTION: Discussion: Preston has over 22 years of law enforcement experience as a sworn police officer and has worked multiple specialized assignments and ranks during his law enforcement career. He has over 3 years of direct experience overseeing an evidence and property room, doing crime lab runs, and teaching new officers about proper evidence packaging. He holds a Bachelor's degree in criminal justice. **Consider appointing Preston Frye to the position of Property and Evidence Custodian effective November 14, 2023.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-138 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PASSPORT PARKING FOR MOBILE PAY SOFTWARE AND PAYMENT PROCESSING.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-139 APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MONTEL TECHNOLOGIES FOR THE PURCHASE OF TWO (2) MOBILE LICENSE PLATE READERS IN THE AMOUNT OF \$39,030.20.
- C. CONSIDER ADOPTING ORDINANCE 2023-O-064 AMENDING ORDINANCE 2011-O-017 RETIREE BENEFIT PLAN OPTION.

- D. CONSIDER PAYMENT TO POSITIVE CONNECTIONS IN THE AMOUNT OF \$20,947 FOR 2023 RIBFEST BUSING.

- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,440,025.87 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 20 AND 27, 2023, AND NOVEMBER 3, 2023.

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

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-062 GRANTING A SPECIAL USE FOR AN AUTOMOBILE CAR WASH TO TINLEY PARK PROPERTIES LLC AT 7130 171ST STREET (SPLISH SPLASH CAR WASH) - **Trustee Mahoney**

ACTION: Discussion: The petitioner proposes to convert an existing manual car wash to operate as an automated car wash in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on October 19, 2023, and voted 6-0 to recommend approval in accordance with the listed plans, recommended conditions, and drafted Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-063 GRANTING A VARIATION FROM THE ZONING ORDINANCE AT 7130 171ST STREET (SPLISH SPLASH CAR WASH) - **Trustee Mahoney**

ACTION: Discussion: The Petitioner requests a Variation to increase the property's maximum curb cut width in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on October 19, 2023, and voted 6-0 to recommend approval of the Variation in accordance with the listed plans and drafted Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-143 APPROVING AND ACCEPTING A PLAT OF DEDICATION AND A PLAT OF EASEMENT AT 7130 171ST STREET (SPLISH SPLASH CAR WASH) - **Trustee Mahoney**

ACTION: Discussion: The requested Plat of Dedication and Plat of Easement were reviewed by the Plan Commission on October 19, 2023, and voted 6-0 to recommend approval of the Plats in accordance with the listed plans and recommended condition in the Staff Report. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-065 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM A PUD FOR CERTAIN PROPERTY AT 7601 183RD STREET (TINLEY PARK BOWL) - **Trustee Mahoney**

ACTION: Discussion: The Substantial Deviation from the Hickory Creek Business Center PUD allows for expansion of the concession building and athletic courts. The Plan Commission held a Public Hearing on October 19, 2023, and voted 6-0 recommending the proposed Special Use for approval to the Village Board. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-141 APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA) - **Trustee Brady**

ACTION: Discussion: This Resolution authorizes renewal of the Village liability insurance policy for calendar year 2024 with the Illinois Municipal League Risk Management Association (IML RMA). Note, if the Village pays the renewal prior to November 17th, there will be a 1% savings, bringing the renewal cost to \$1,049,737.94. This item was discussed at the Committee of the Whole prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-140 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR THE POST #3 LIFT STATION (7350 175TH ST.) STANDBY GENERATOR INSTALLATION CONSTRUCTION - **Trustee Mueller**

ACTION: Discussion: Consider approving a service contract with Airy's, Inc. in the amount of \$243,550. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #14

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #15

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #16

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD OCTOBER 17, 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 October 17, 2023. President Glotz called this meeting to order at 6:32 p.m.

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

Trustee Brady led the meeting in a prayer of peace.

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

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

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

Motion was made by Trustee Brennan, seconded by Trustee Shaw to approve and place on file the minutes of the regular Village Board Meeting held on October 3, 2023. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

At this time President Glotz, Trustee Mueller, and Trustee Brady presented the Tinley Park Business Spotlight.

- A Journey through Time Antique Emporium, 17030 Oak Park Avenue
- Nation Wide Aquatics, 17034 Oak Park Avenue
- An English Garden, 16800 Oak Park Avenue

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

- A. CONSIDER ADOPTING RESOLUTION 2023-R-129 APPROVING A RECREATIONAL LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON (COMED) FOR 179TH STREET TO THE DOG PARK IN THE AMOUNT OF \$1.00.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-130 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASES III & IV ENGINEERING SERVICES IN THE AMOUNT OF \$92,000.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-131 AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN & ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-132 AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND THE TOWNSHIP OF ORLAND.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-135 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM.
- F. CONSIDER ADOPTING RESOLUTION 2023-R-137 AUTHORIZING A GENERAL MATTERS LEGISLATIVE CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS IN THE AMOUNT OF \$42,000.
- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,289,139.43 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, OCTOBER 6 AND 13, 2023.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2023-O-061 AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES**. Due to recent closures and/or changes within existing establishments, the following changes to the permitted number of liquor licenses are proposed:

- Fratello's Café & Deli (closure): Reduction of one Class EV license
- Teehan's (change in ownership): Reduction of one Class AV-1 license.
- Cavallini's Café: (closure): Reduction of one Class K license

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

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-133 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SACS SNOW REMOVAL.**

This contract is for snow removal by a qualified contractor for the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park. Consider awarding a contract to Roy Zenere Trucking and Excavating in the amount of \$328,123. This 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. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-134 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS - CONSTRUCTION ENGINEERING SERVICES.** Approve Primera Engineers, Inc. for the Helipad Improvements - Professional Construction Engineering Services Contract. This contract to Primera Engineers, Inc. in the amount of \$230,850. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-136 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT.** Approve a contract with Airy's, Inc. for the Helipad Improvements - Dry Utilities Relocation contract in the amount of \$233,650. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

At this time a motion was made by Trustee Mueller, seconded by Trustee Mahoney to amend the original motion to include payments to Commonwealth Edison (ComEd), Comcast, and MCI for a total contract amount of \$428,486.12. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

At this time a roll call vote was taken to adopt and place on file Resolution 2023-R-136 as amended. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

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

Community Development Director Dan Ritter stated that Village now owns the property at 7050-7068 171st Street, the former Sports Station. He thanked Public Work Director John Urbanski for facilitating the speedy removal of this building, which is a safety issue and eyesore in the Village.

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

Trustee Brady announced that October is Breast Cancer Awareness Month. He reminded all that early detection saves lives and encourages everyone to contribute and support this cause.

President Glotz thanked staff for their hard work. He acknowledged his appreciation of Marketing Director Donna Framke and her staff for all the extra work they have put into the promotion of the Village. He thanked Ms. Framke for extending the popular Ale Trail.

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

A resident of the 7800 block of 161st Street stated concerns about rental properties in Tinley Park as a whole. She has specific concerns about a rental property on her block which was purchased and is managed by Invitation Homes. She presented an overview of the issues she and her neighbors have with this rental property and other rental properties in the Village. She noted that this group has collected documents regarding criminal activity and code violations of these homes. She presented an overview of these violations and activities. This resident provided a binder of these documents to the Village Manager. She would like the Village to have more stringent regulations in place for rental properties in the Village.

A resident of the 7800 block of 161st Street presented an overview of the criminal activity at the rental property on his street. He noted that the quality of life for the neighbors of this rental property has been adversely affected due to the unlawful activity at this home. He provided a highlight of twenty event reports at this home.

Several residents of the 7800 Block of 161st Street presented their accounts of events that have affected them with the rental home on 161st Street.

A resident of the 7800 Block of 161st Street presented an overview of Invitation Homes company. He spoke about their avoidance of obtaining building permits, code violations, and criminal activity with the homes they manage in Tinley Park and how this affects the quality of life for the community. Invitation Homes has thirty-five single-family homes in Tinley Park. He presented actions that residents of 161st Street would like the Village to take against Invitation Homes.

A resident spoke of other homes in the Village with similar issues to the residents have on 161st Street.

President Glotz stated his concerns with the issues the residents of 161st Street have brought to the Board. A meeting will be set up with these residents, the Village Manager, the Police Chief, and himself to discuss the issues of the rental home on their street and Invitation Homes. He asked these residents to keep in touch with the Village Manager and Police Chief.

Trustee Shaw empathized with the residents of 161st Street.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney, at 7:38 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.

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

Meeting of the Board of Trustees – Minutes

October 17, 2023

Motion was made by Trustee Mueller, seconded by Trustee Shaw to adjourn the Village Board meeting at 8:01 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw. Nays: None. Absent: Sullivan. President Glotz declared the motion carried.

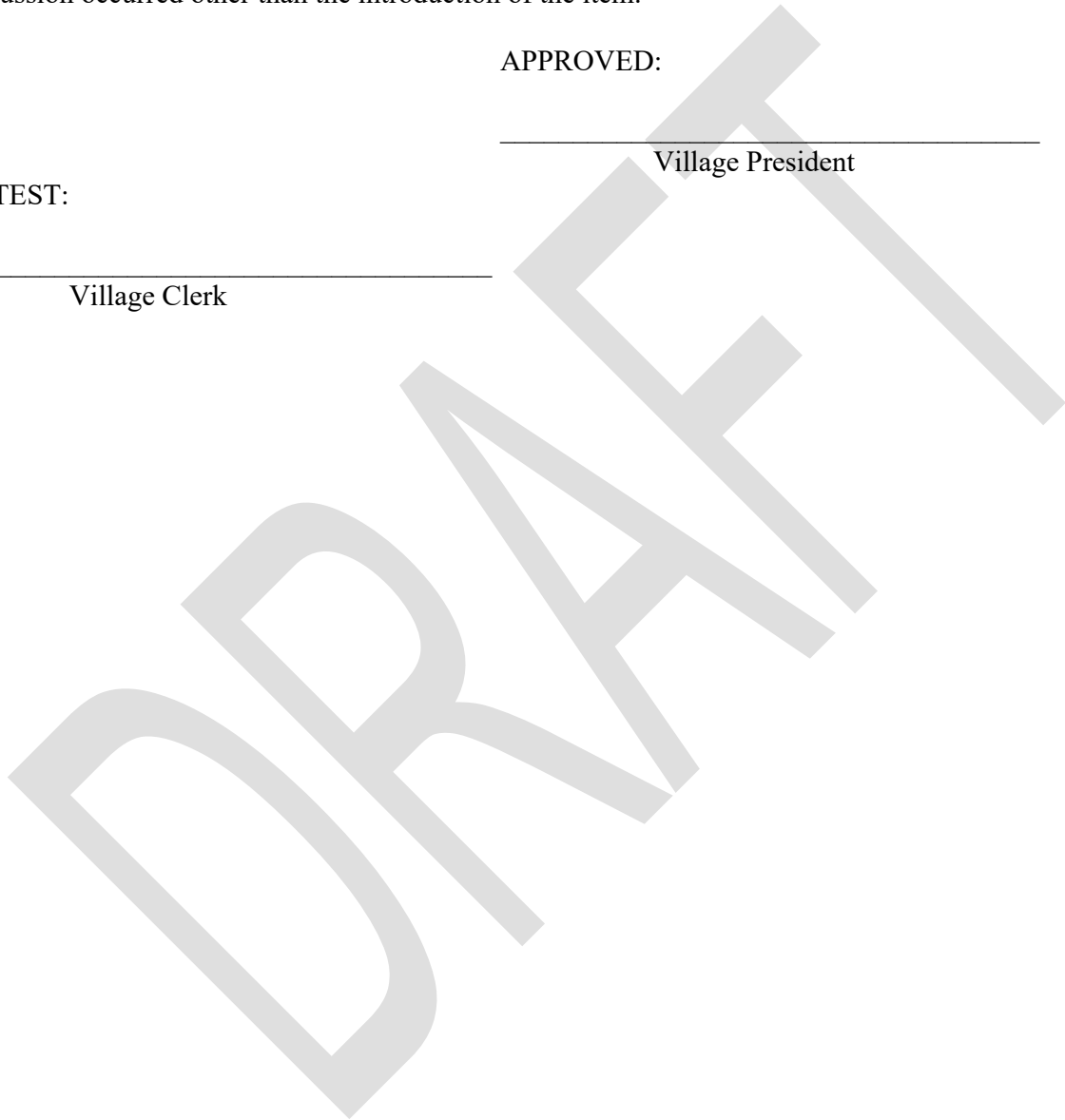
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk



**CONDUCT
SWEARING
IN
CEREMONY
FOR
FIREFIGHTERS**

Clerk O'Connor

COMMISSION APPOINTMENT FOR FISCAL YEAR 2024

President Glotz

CONSIDER THE APPOINTMENT OF:

PRESTON FRYE

PROPERTY AND EVIDENCE CUSTODIAN

President Glotz



Interoffice Memo

Date: November 7, 2023

To: Village of Tinley Park Board of Trustees

CC: Daniel Ritter, Community Development Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Passport Licensing Agreement

SUMMARY

As part of the transition to a digitized parking management system in the Village, the use of mobile applications to process payment was included in the purchase agreement with Total Parking Solutions. The vendor, Passport Parking is the third party that works with TPS to provide this functionality and requires a software licensing agreement separate from the collective purchase agreement.

DISCUSSION

Passport Parking, Inc., works with our contractor Total Parking Solutions to offer mobile application based payment which gives our commuters a convenient way to pay for their parking without requiring them to go to the physical parking meter. In conjunction with the pay-by-text capabilities offered through TPS this software will expand ease of use and convenience to all who utilize the system.

The software does not come at a direct cost to the Village except for software implementation fee(s) of \$500 per zone. With one zone at each train station, the total cost to the Village is \$1,000, which was included in the previously approved purchase agreement with Total Parking Solutions. There is no additional capital request as part of this agreement.

REQUEST

Staff requests consideration of this item at the November 7, 2023 Village Board Meeting for approval.

THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2023-R-138**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND PASSPORT PARKING FOR MOBILE APPLICATION SOFTWARE AND
PAYMENT PROCESSING**

**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-138

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PASSPORT PARKING FOR MOBILE APPLICATION SOFTWARE AND PAYMENT PROCESSING

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 Contract with Passport Parking, 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 with Passport Parking 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 7th day of November, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 7th day of November, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT WITH PASSPORT PARKING FOR
MOBILE APPLICATION SOFTWARE AND
PAYMENT PROCESSING**

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-138, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PASSPORT PARKING FOR MOBILE APPLICATION SOFTWARE AND PAYMENT PROCESSING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November, 2023.

VILLAGE CLERK

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and Village of Tinley Park, IL ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Citation Management Platform ("CMP")	
Digital Permits for Parking Platform ("DPP")	
License Plate Recognition Platform ("LPR")	

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.37	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.37	Per Transaction
Merchant Services Fee	2.9% + \$0.25	Per Transaction
Payment Gateway Fee	\$0.05	Per Transaction

III. BILLING INFORMATION

Billing Contact Name:	Daniel Ritter
Billing Email Address:	dritter@tinleypark.org
Billing Address:	16250 Oak Park Avenue, Tinley Park, Illinois 60477

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Village of Tinley Park, IL		Passport Labs, Inc.	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

SCHEDULE 1**MOBILE PAYMENT FOR PARKING****Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

SCHEDULE 2

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of _____ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Village of Tinley Park, IL ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. “Licensed Hardware” means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. “Licensed Software” means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. “Order Form” means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. “Passport System” means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. “Product” means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. “Product-Specific Terms” means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. “Renewal Term” means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. “Statement of Work” or “SOW” means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. “Substantial Completion Date” means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. “Term” means the Initial Term and any Renewal Term(s).

1.20. “Third Party Hardware” means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. “Third Party Products” means Third Party Hardware and Third Party Software.

1.22. “Third Party Software” means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport’s employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations, policies, certifications, and ordinances, including but not limited to compliance with Illinois' Freedom of Information Act, any applicable privacy act, and any applicable prevailing wage laws.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

6.3. FOIA. The Parties further acknowledge that information disclosed, provided or exchanged through this Agreement may be subject to Illinois' Freedom of Information Act, 5 ILCS 140/1 *et al.* Passport will cooperate fully with the Customer in responding to any FOIA request regarding this Agreement. Any such request from the Customer to Passport regarding a FOIA response shall be promptly addressed, and any information Passport deems an exception to a FOIA request, requiring withholding such information, shall be defended by Passport including but not limited to litigation defense and attorney fees. Where any term of this Agreement conflicts with this Section, this Section 6.3 shall prevail.

7. **PRIVACY POLICY; TERMS OF USE**

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. **SUPPORT SERVICES**

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. **PRODUCT UPDATES**

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however,

that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period (“Uptime Guarantee”). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport’s reasonable control (e.g., disruptions caused by Passport’s hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the “Third Party Product Fees”), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport’s License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer’s operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport’s performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Payment by the Customer shall be made pursuant to Illinois’ Local Government Prompt Payment Act, 50 ILCS 505/1 *et al.* Nothing in this Agreement shall be interpreted to violate, or cause either Party to violate, the Local Government Prompt Payment Act. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer’s access to the Passport System in accordance with Section 17.2.1

and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport.

Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 11.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. RESERVED 20. INDEMNIFICATION; DISCLAIMER OF IMPLIED WARRANTIES; MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES; INSURANCE.

20.1 Indemnification. In addition to, and not in limitation of the insurance requirements herein, the Parties hereby agree:

Passport shall indemnify, defend, and hold harmless the Customer, its officers, employees, elected officials, and agents (the "Indemnified Parties") from and against any and all liabilities asserted by third parties and arising directly out of or in connection with malpractice or negligent acts under this Agreement by Passport or any of its agents; provided, however, that Passport shall not be responsible for that portion, if any, of a loss that is caused by the negligence or willful misconduct of the Customer. The Customer shall indemnify, defend, and hold harmless Passport, its officers, employees, and agents from and against any and all liabilities asserted by third parties and arising directly out of or in connection with (a) the Customer's negligence or willful misconduct, and/or (b) any and all acts performed by Passport if done at the direction of Customer or in connection with the administration of this Agreement. Passport shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Customer's Ordinance in a competent court of jurisdiction or any action which Customer directs Passport to perform.

Passport shall, upon Customer's demand and at Customer's direction, promptly and diligently defend, at Passport's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which Passport is responsible under this Section and, further to Passport's indemnification obligations, Passport shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

In all instances where Customer will indemnify Passport for a loss caused by the negligence or willful misconduct of Customer or a loss caused by any challenge to Customer's Ordinance, Customer shall pay the cost of their own defense and may select counsel of their own choosing, so long as a conflict does not exist. Passport shall, and shall cause its agents to, cooperate with Customer and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Passport in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

20.2 Disclaimer of Implied Warranties. PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

20.3 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event will either Party be liable to the other Party for incidental, consequential, special, indirect, exemplary, or punitive damages, whether arising in contract, tort (including, without limitation, negligence), statute or otherwise; or any damages arising out of or in connection with lost profits, lost savings, interruption of service, or loss of business or anticipatory profits, even if such Party has been advised of the possibility of such damages. Liability for these damages will be limited and excluded even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

20.4 Insurance. Passport agrees to provide proof of insurance reflecting the coverages, limits, and other requirements stated in this Section 20.4.

- i) Worker's Compensation and Employer's Liability with limits not less than:
 - (1) (1) Worker's Compensation: Statutory;
 - (2) (2) Employer's Liability;
 - (3) \$1,000,000 injury-per occurrence
 - (4) Such insurance shall evidence that coverage applies in the State of Illinois.
- ii) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
 - (1) Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- iii) Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
 - (1) Each Occurrence: \$ 1,000,000
 - (2) General Aggregate: \$2,000,000
 - (3) Products and completed operations: General Aggregate: \$2,000,000
- iv) Umbrella Policy. The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village. The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

21. **CONFIDENTIALITY; TRADE SECRETS**. Nothing contained in this Section 21 shall be construed so as to violate, or to cause Customer to violate, the provisions of the Illinois Freedom of Information Act, as defined in Section 6.3 herein.

21.1. Obligations. Subject to the provisions of the Illinois Freedom of Information Act, each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law, including but not limited to the Illinois Freedom of Information Act (See Section 6.3 herein), or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. **DATA RIGHTS**. Nothing contained in this Section 22 shall be construed so as to violate, or to cause Customer to violate, the provisions of the Illinois Freedom of Information Act, as defined in Section 6.3 herein.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-

DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer’s internal use in connection with the services provided under this agreement.

23. **PUBLICITY; USE OF NAMES AND MARKS.** Nothing contained in this Section 23 shall be construed so as to violate, or to cause Customer to violate, the provisions of the Illinois Freedom of Information Act, as defined in Section 6.3 herein.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer’s provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. **DISPUTE RESOLUTION**

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a “Dispute”), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Cook County in the state of Illinois and the parties expressly submit to and consent that the courts and authorities of the state of Illinois will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of Illinois, excluding its conflict of laws rules.

25. **GENERAL PROVISIONS.**

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no

warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

If to Customer:

Village of Tinley Park, IL
16250 Oak Park Avenue, Tinley Park, Illinois
60477, United States
jblakey@tinleypark.org
Attn: Jarell Blakey

With a hard copy to General Counsel
and by email to
legal@passportinc.com

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

Village of Tinley Park, IL		Passport Labs, Inc.	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Statement of Work

Village of Tinley Park, IL

August 31st, 2023

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Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

Project Overview

Passport will provide the **Village of Tinley Park, IL** ("Client") with its Passport Parking mobile parking payment application. Passport will also provide the Client with Passport Payments to provide the Client a fully integrated payment processing solution supporting all major card networks, various payment methods, and reconciled settlements into the Client's bank accounts.

During this project, Passport will perform architecture, design, implementation, and information transfer services for the project.

Statement of Work

Configurations

Payment Gateway and Merchant Solutions

Passport will provide Gateway and Merchant Processing services for Passport Mobile Payments directly to the Client, eliminating the need for an external provider. Passport will act as the Merchant of Record for transaction processing. All transactions will be processed via Passport's Gateway and Merchant Processing services. Passport will enable the following card types to be used by all integrated applications:

- Visa
- Mastercard
- Discover
- American Express

The Client will be responsible for paying all gateway and merchant processing fees, as outlined in the contract.

Tokenization, Authorization, and Capture

The Gateway's function is to tokenize the cardholder's information for secure processing and storage on the Passport Platform. The Gateway will also Authorize the card with the Card

Brands to ensure it can be used for payment. At the Gateway cutoff time, all transactions that have been Captured are submitted for Settlement by the processor.

Passport Payments

Passport Payments is an extension of Passport's Operating System and contains the following components:

Settlement

Settlement is the process of moving funds from the end user's card issuing bank account to the merchant's account. Settlement takes 2-3 business days to complete.

Passport provides net settlement, which means Passport will calculate the total credit and debit card proceeds less Passport merchant processing fees, refunds and any adjustments, such as chargebacks. When possible, Passport will net out transaction fees from the settlement as well so that the Client does not need to receive a separate invoice for those fees.

Remittance

Funds will be remitted to the Client, less the gateway, merchant processing, and transaction fees, on a monthly basis with after the close of the preceding month. The Client will provide Passport with remittance account information.

Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule
- Dispute Reporting

Dispute Management

Disputes are initiated by the cardholder or financial institution with a Card Network. They occur when a cardholder or financial institution disputes a purchase made on their card or when proper acceptance and authorization were not obtained. Once the dispute is accepted by the Card Network, it becomes a Chargeback.

The Client can access reporting on Chargebacks as they are received from the Card Networks in the back-office, and will be notified of new chargebacks via email to specified accounts. The Client may choose to respond to Chargebacks with compelling evidence to try to get the Chargeback reversed. Compelling evidence can be submitted to payments@passportinc.com within 7 calendar days of the “Processed Date” shown in the back-office to have this case considered for reversal. All final decisions are made by the Card Networks, and Passport reserves the right to decide if the evidence is sufficient for consideration by the card networks.

Passport also offers Chargeback Management Automation tools that Clients may choose to leverage.

Passport Parking

Passport Parking Functionality

Passport will deliver its Passport Parking mobile parking applications to the Client. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones. Passport Parking is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
 - Phone number, email address, name
- Add and delete Vehicles (LPN)
- Create and pay for parking sessions
 - Extend parking remotely
 - Receive session expiration alerts and notifications
 - Parking session reminder alerts are sent when the time remaining on the session drops below 10 minutes
 - Complete payment via major card networks credit and debit cards
- View parking history and email receipts
- Mobile-optimized website (mobile pay web or “MPW”) to facilitate parking sessions via a mobile browser or desktop

Back-Office Portal

Passport will deliver its back-office administration and data insights portal that will allow the Client to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
 - There is not a cap on the number of users that can be setup
- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions
- Zone management

Passport Parking Signage and Decals

Passport recommends the following for metered areas:

Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
 - 1 decal on each side of the meter
 - 1 decal on the payment side of the meter.

Passport recommends the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

The recommended minimum amount of signage and decals above will be provided by Passport at no charge at launch; any additional or replacement signs or decals will be at the Client's cost. The Client is solely responsible for installation. Signage and decal installation must be

completed by the Client by the date of the announcement of the launch. No credit will be issued for unused signs or decals.

The Client understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

Signage materials are as follows:

The Passport parking signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The Passport parking decals are Avery Cast Laminate with UV protection, permanent adhesive vinyl for outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the Client.

Passport has developed Passport Parking signage and decal design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the Client's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one to two weeks to design signs and decals and up to an additional three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization that the client requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

The Client's Passport Lifecycle Marketing Manager will work closely with the Client to design the signage and decals files. A first round of the design files will be provided by Passport to the Client for the Client's review and feedback. The Client's Passport Lifecycle Marketing Manager will provide suggestions and best practices for quantity and placement of signs and decals

throughout the Client. After that meeting, the Client's Passport Lifecycle Marketing Manager will consult with the Client to understand its needs and wants for the new signage.

Public Education and Marketing

In addition to signage and decals, Passport will provide the Client with the following items to support marketing and public education initiatives of the Passport Parking application:

- Signage and Decals
 - Best Practice Guide
- Public Relations
 - Press Release (posted on website and social media)
 - Press Kit
- Print Marketing
 - Design File for How to Flier (3"x5")
 - Design File for Benefit Poster (8.5"x11")
- Digital Marketing
 - Client Website Content & Consultation
 - Website & Social Media Banners
 - Standard How-to Video
- Ongoing Support
 - Dedicated Client Lifecycle Marketing Manager

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a 1-hour training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a "Train the Trainer" method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Custom Integrations or Configurations

LPR Integration: Genetec

Passport will enable its API-based integration with Genetec so that parking sessions completed through the Passport Parking mobile application are known and monitored through the Client's license plate recognition system.

Passport will provide the following credentials to Genetec so that the integration can be configured:

- URL
- API Key

The City understands that enforcement reports will not be generated from the Passport system. Any enforcement reports will be generated by the Client's enforcement provider, Dacra Tech.

Dacra Tech Enforcement Integration

The Client understands that Passport will not integrate with the City's Dacra Tech enforcement software. The City will monitor parking rights through LPR. If a vehicle is found not to have parking rights, the issuance officer will issue a citation through the Client's enforcement software, Dacra Tech.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner.

- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Both Parties must approve any changes to this Statement of Work in writing. These changes may result in additional costs.

Client

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

Welcome to Passport, Village of Tinley Park, IL

Thank you for choosing Passport to power your mobility operations. Passport's platform brings together top-of-the-line products including mobile pay parking, parking enforcement, digital permitting and payments and allows you to centrally manage all of your payment rates and rules – so you can make decisions and take action in real time.

At Passport, we understand that transparency and effective communication with customers is just as important as a strong solution. We have included the following documents for you and your team to review and sign:

Order Form
Software License and Service Agreement
Statement of Work (SOW)
Timeline

Passport is committed to making solutions that make mobility easier for people in your community, as well as more effective for leaders. Your dedicated Passport team is excited to work with you to revolutionize the way you manage your operations:

Cecily Bolton, Director of Client Success - Client Success is positioned to ensure that your overall experience with Passport is a positive one. We will act as your voice inside Passport and can serve as a point of escalation for issue resolution as needed.

Sarah Leonard, Manager of Project Implementations - The Client Implementation team ensures a seamless launch of your Passport solution.

If you have any questions, please don't hesitate to contact:

Support Phone: 980-939-0990

Support email: help@passportinc.com

We look forward to working with you and helping you transform your parking and mobility operations!



Interoffice Memo

Date: November 7, 2023

To: Village of Tinley Park Board of Trustees

CC: Daniel Ritter, Community Development Director
Anthony Ardolino, IT Director

From: Jarell Blakey, Community Development Management Analyst

Subject: Mobile LPR Purchase

SUMMARY

The Village sought bids for mobile license plate readers to facilitate the shift to a pay-by-plate enforcement system at commuter parking lots.

DISCUSSION

In line with the transition to electronic parking meters and pay-by-plate enforcement at Oak Park Avenue and 80th Avenue train stations, the Village solicited bids for mobile license plate readers. These readers will streamline parking payment enforcement.

The Village issued an Invitation for Bid and received three responses from Minute Man, Montel Technologies, and Delta. (Exhibit A). Staff recommends Montel Technologies be awarded the bid for delivering the best service at the most favorable pricepoint.

REQUEST

Staff kindly requests consideration of this item at the November 7, 2023 Village Board Meeting for approval.

Exhibit A

Item	MinuteMan	Montel	Delta
AutoVu Sharp Z3 740nm University Kit	31,364.66	27,052.03	4,312.63
Genetec Advantage for 1 AutoVu mobile system synched up with system ID GSC-191115-869290 anniversary end date of 12/31/2027	1,200.00	996.91	203.09
GSC AutoVu Standard Package for Parking Management	4,329.00	3,733.76	595.24
Mapping License for North America	928.58	747.50	181.08
Optional: Installation services	6,082.00	6,500.00	-418.00
Other Misc Fees (if present must attached detailed specifications and descriptions)	353.68	0.00	353.68
Grand Total	44,257.92	39,030.20	5,227.72



THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2023-R-139**

**A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE
OF TINLEY PARK AND MONTEL TECHNOLOGIES FOR THE PURCHASE OF TWO (2)
MOBILE LICENSE PLATE READERS**

**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-139

A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MONTEL TECHNOLOGIES FOR THE PURCHASE OF TWO (2) MOBILE LICENSE PLATE READERS

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 Montel Technologies, 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 to purchase two mobile license plate readers 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" between the Village of Tinley park and Montel Technologies for the purchase of two (2) mobile license plate readers 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 7th day of November, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 7th day of November, 2023, 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. 2023-R-139, “**A RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MONTEL TECHNOLOGIES FOR THE PURCHASE OF TWO (2) MOBILE LICENSE PLATE READERS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November, 2023.

VILLAGE CLERK



Village of Tinley Park, Illinois

Invitation for Bid

IFB Title: Mobile LPR



Date: August 31, 2023

To: Village of Tinley Park
Attn: Clerks Office IFB Mobile LPR
16250 S. Oak Park Ave
Tinley Park, IL 60477
Telephone: (708) 444-5000
Email: clerksoffice@tinleypark.org

From: Ray Montelongo
Montel Technologies, LLC
333 W. Ohio Street
Chicago, IL 60654
Telephone: (815) 966-1267
Fax: (815) 425-0515
Email: ray@monteltech.com



RE: IFB Title: Mobile LPR

Thank you for providing us with the opportunity to provide a quote for IFB Title: Mobile LPR. We have reviewed the terms and conditions as outlined within this IFB packet for this opportunity. Enclosed you will find Montel Technologies, LLC quote for the Village of Tinley Park IFB Mobile LPR.

Montel Technologies, LLC has a team of qualified professionals that fulfill the duties and responsibilities to provide service to our clients. Please reach out to the team with any clarifications or discussions you would like to have on our proposal. Please note that this proposal is valid for a minimum of ninety (90) calendar days from the proposal due date. The proposed equipment and services can begin within 30 days of award.

We look forward to building a strong relationship going forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray Montelongo", with a long horizontal flourish extending to the right.

Ray Montelongo, President
Montel Technologies, LLC
Office: 815-362-4447
Cell: 815-509-3388

EXECUTIVE SUMMARY

For 20 years, the Montel Technologies (MONTEL) group of companies have been providing intelligent engineering, software development and advanced technology solutions that guarantee mission success, safety, and security.

Ray Montelongo is the founder and CEO of Montel Technologies, a Minority Certified firm. At Montel we **DESIGN, BUILD, and MANAGE** secure integrated systems, tools, applications, and networks to ensure seamless communications and provide real-time intelligence to protect assets from our nation's critical infrastructure to private businesses and executive estates.

Our team includes engineers, hardware/software engineers, electricians, certified protection professionals and includes ex-military and retired law enforcement members. Our personnel have experience in managing security risks, planning, and conducting comprehensive threat and vulnerability assessments.

Our services include

- Video Surveillance
- Card Access
- Fire
- Intrusion Detection
- Gates/Barriers
- Gun Shot Detection
- Mobile Security Trailer
- License Plate Readers
- Public Display Monitors
- Turnstiles/Intercom Systems
- Private LTE
- Building Information Modeling (BIM)
- Dark Web Mining
- Unmanned Aerial System (Drone)

We support both public and commercial enterprises in the following sectors: law enforcement; defense; aviation; education; energy; local, state and federal government; corporations; public housing and multi-tenant high rises; transportation; and healthcare. Our solutions are implemented throughout the Midwest in austere and in protected environments.

Whether the threat is from a natural disaster, criminal activity, or terrorism, our consulting services assist our clients in developing comprehensive strategies for protecting their most valuable resources. Our team members develop tailored plans and policies, build training programs, and conduct assessment and risk analysis to evaluate the effectiveness of protection systems. Montel provides sound, **cost-effective solutions** optimized to protect key infrastructure and minimize impact on operations

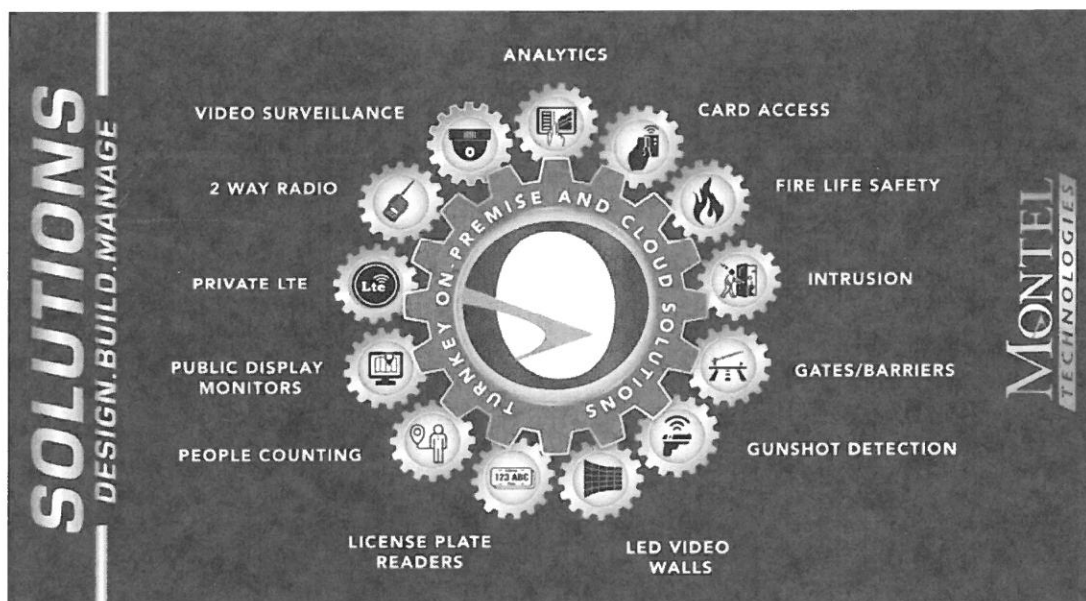
Montel's staff works with our clients to ensure physical sites are adequately hardened against accidents or attacks. Such measures include intrusion detection, turnstiles, gate barriers, access control, and video surveillance. A few current clients include: City of Chicago OEMC; City of Chicago Department of Fleet and Facility Management; State of Illinois Department of Transportation; Cook County (IL) Department of Homeland Security and Emergency Management; Cook County Department of Corrections; Cook County Courthouses; Chicago's Navy Pier; Richard J. Daley Center; City of Rockford (IL) Police Department; Winnebago County

(IL) Sheriff's Department; Rockford Park District; Beloit (WI) Police Department; Rockford Public School System; O'Hare International Airport; Milwaukee (WI) General Mitchell Airport; and the Chicago Rockford International Airport.

Our technical team's area of expertise includes: enterprise systems management; network infrastructure development; configuration of cloud-based systems including hardware, software and other related infrastructures; data analytics; data storage and access models; application development and management; API integration; GUI development; information security; physical security; mobile device management; troubleshooting; technical issues ticketing; system vulnerability assessments; 24/7/365 on call support and maintenance.

Montel's full networking services integrate computer networks, infrastructure, phone, data and security systems. The scope of network services extends from LAN/WLAN management, unified communications to network consulting services and network implementation services. Montel's analytics software delivers rich, meaningful information on key performance measures to drive excellence in security, operations, loss prevention, and customer experience. Integrate data from multiple disparate systems including video analytics, access control, intrusion, POS, PDM etc.

Through Montel's standardized managed services, we ensure maximum longevity and uptime of all the systems, devices, and network infrastructure within different technology domains and throughout the targeted operation facilities. Montel incorporates ITIL (Information Technology Infrastructure Library) standardized practices as a foundation for service strategy, service design, service transition, service operation, and continual service improvement. The ITIL approach is a globally accepted standard that focuses on aligning IT services with the needs of the business. Montel Technologies provides professional support 24/7/365 for its clients directly from its Operation Offices in Chicago and Loves Park, Illinois.





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 07 2022
Ray Montelongo
Montel Technologies, LLC
333 W. Ohio St.
Chicago, Illinois 60654

Dear Mr. Montelongo:

We are pleased to inform you that **Montel Technologies, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of May 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

Montel Technologies, LLC

Page 2 of 2

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

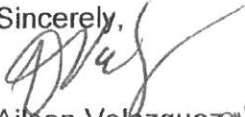
541512 – Computer Systems Design Services

561621 – Security Alarm Systems Sales Combined with Installation, Repair, or Monitoring Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/cm



547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

metra.com

February 17, 2022

Ray Montelongo
Montel Technologies, LLC
333 W. Ohio St., STE 101
Chicago, IL 60654

Dear Mr. Montelongo:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **February 1, 2023**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metra.com under the Office of Diversity & Business Enterprise link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Codes: 238210, 517312, 541512

Specialty: 238210 - Video Surveillance System Installation
517312 - Wireless Radios
541512 - Card Access Systems

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

A handwritten signature in cursive script that reads "M. Sutton".

Michele Sutton
Sr. DBE Certification Specialist
Office of Diversity & Business Enterprise

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: Montel Technologies, LLC

Item	Part #	Description	Qty	Type	Line Cost
1	AU-K-U2z3-850	AutoVu Sharp Z3 740nm University Kit	2	Hardware	\$27,052.03
2	AU-M-Offlinemap-NA	Mapping License for North America	2	Software	\$747.50
3	GSC-Av-S-PARKING	GSC AutoVu Standard Package for Parking Management	1	Software	\$3,733.76
4	ADV-LPR-M-1Y	Genetec Advantage for 1 AutoVu mobile system synched up with system ID GSC-191115-869290 anniversary end date of 12/31/2027	2	Support	\$996.91
5	Misc	Other Misc Fees (if present must attached detailed specifications and descriptions	N/A	Other	
6	Optional-Install	Optional: Installation services	2	ProSrv	\$6,500.00
Required Items Total Price (Sum of lines 1-5)					\$32,530.20
Total Price (Sum of all lines 1-6)					\$39,030.20

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

Montel Technologies, LLC (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.

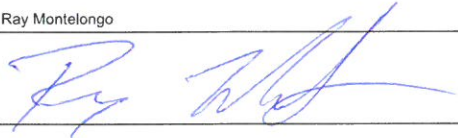
COMPANY PROFILE WORKSHEET:

Company Name: Montel Technologies, LLC

Street Address: 333 W Ohio Street

City, State, Zip: Chicago, IL 60654

Name (Printed): Ray Montelongo

Signature: 

Title: President

Phone Number: 815-966-1267

Email Address: Ray@monteltech.com

Date: 08/31/2023



Interoffice Memo

Date: October 18, 2023

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

From: Angela Arrigo, HR Director

Subject: Addition of TRICARE Benefit Option for Retiree Benefits

The Village adopted Ordinance 2011-O-017, 'An Ordinance Providing for the Voluntary Participation by Certain Retired Village Personnel in the Village's Health and Accident Insurance Program'. It has been identified that offering an additional option of TRICARE will result in savings to both the Village and eligible retirees.

Summary

The Village has been contacted by a former retiree requesting the Village subsidy under 2011-O-017 for TRICARE benefits. The retiree meets the requirements outlined in Section 1 of the above-mentioned ordinance and is currently not Medicare eligible.

TRICARE is not an available option in Section 4 nor in Section 7 of the above-mentioned ordinance. TRICARE is the uniformed services health care program for active duty service members (ADSMs), active duty family members (ADFM), National Guard and Reserve members and their family members, retirees and retiree family members, survivors, and certain former spouses worldwide for those employees that have served.

Discussion

The cost of retiree medical benefits is shared by the Village and the retiree. Adding TRICARE as an available retiree plan option would result in a lower monthly premium to the retiree and a lower monthly premium expense to the Village. TRICARE premiums are determined annually for single and family coverage by the Department of Defense, Defense Health Agency (DHA), a component of the Military Health System. TRICARE monthly premiums are generally lower than group plan insurance premiums. The 2023 monthly medical premium difference is 39% less for Single Coverage and 51% less for Family Coverage.

There has been one exception made to the above in the form of an Insurance Agreement, Resolution 2018-R-099. As military service and eligibility for TRICARE benefits is not tracked by the Village, we anticipate that an additional two to three current or potential future retirees may meet the TRICARE eligibility requirements as uniformed service members or National Guard/Reserve members that may also benefit from the addition of TRICARE as a subsidy qualifying retiree benefit option.

It is the staff's desire to make available lower cost retiree health care options and recommend offering the addition of a TRICARE benefit option for both pre and post Medicare retirees who meet the requirements to qualify for the benefit subsidy under Ordinance 2011-O-017. As such, TRICARE would become a qualifying retiree benefit for the retiree subsidy in Section 4 and in Section 7, adding 'or TRICARE' to each section.

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

ORDINANCE
NO. 2023-O-064

AN ORDINANCE AMENDING ORDINANCE
2011-O-017 RETIREE BENEFIT PLAN OPTION

MICHAEL 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-064**AN ORDINANCE AMENDING ORDINANCE
2011-O-017 RETIREE BENEFIT PLAN OPTION**

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 previously adopted Ordinance No. 2011-O-017 (“Ordinance”) entitled ‘An Ordinance Providing for the Voluntary Participation by Certain Retired Village Personnel in the Village’s Health and Accident Insurance Program’ which established the post retirement retiree health benefit options and Village subsidy of such benefits; and

WHEREAS, the Village has reviewed the benefit options contained within said Ordinance and has determined that it is in the best interest of the Village and certain retired Village personnel to offer an additional retiree benefit option; and

WHEREAS, the Village now desires to amend said Ordinance pertaining to available benefit options to offer a TRICARE benefit option; 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 Amendments; 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 ONE

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

SECTION TWO

That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said TRICARE Amendments to Ordinance No. 2011-O-017, attached hereto as **Exhibit 1**, by adding all the following underlined language.

Section 4: Upon application by and of the persons provided for in Section 1, 2 or 3 of this Ordinance for participation in the Village's group health insurance plan or TRICARE, and upon such person paying to the Village a sum equal to one-half (1/2) of the cost for such group health insurance coverage, the Village shall then contribute the remaining portion of the cost for such coverage so that such person can be covered by the Village's then existing group health insurance plan or TRICARE.

Section 7: In the event that Village payments cease pursuant to Section 6 above, and upon application of such person for supplemental coverage under the Village's group health insurance plan or TRICARE, and upon payment to the Village of one-half (1/2) of the cost of such person's portion of said coverage, the Village shall then contribute the remaining portion of the cost for such supplemental coverage.

SECTION THREE

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 FOUR

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

SECTION FIVE

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 passage, approval, and publication as required by law.

PASSED THIS 7TH day of November, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of November, 2023.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

2023-O-064

Exhibit 1

2011-O-017

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-064, “AN ORDINANCE AMENDING ORDINANCE 2011-O-017 RETIREE BENEFIT PLAN OPTION” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November 2023.

VILLAGE CLERK

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

CLERK'S CERTIFICATE

I, **PATRICK REA**, the duly appointed, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 2011-O-017

AN ORDINANCE PROVIDING FOR THE VOLUNTARY PARTICIPATION BY CERTAIN RETIRED VILLAGE PERSONNEL IN THE VILLAGE'S HEALTH AND ACCIDENT INSURANCE PROGRAM

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 19th day of April, 2011, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 19th day of April, 2011.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

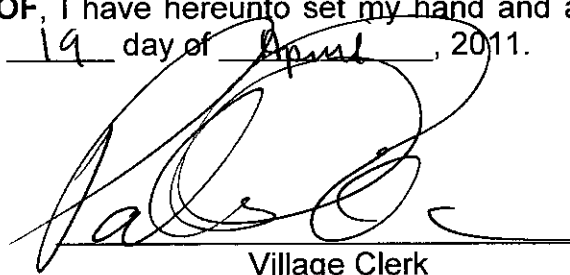
AYES: Seaman, Maher, Staunton, Leoni

NAYS: None

ABSENT: Hannon, Grady

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 19 day of April, 2011.



 Village Clerk

PAMPHLET
FRONT OF PAMPHLET

ORDINANCE NO. 2011-O-017

**AN ORDINANCE PROVIDING FOR THE VOLUNTARY
PARTICIPATION BY CERTAIN RETIRED VILLAGE PERSONNEL
IN THE VILLAGE'S HEALTH AND ACCIDENT INSURANCE PROGRAM**

Published in pamphlet form this 19th day of April, 2011, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: 

PATRICK REA

Village Clerk

ORDINANCE NO. 2011-O-017**AN ORDINANCE PROVIDING FOR THE VOLUNTARY PARTICIPATION BY CERTAIN RETIRED VILLAGE PERSONNEL IN THE VILLAGE'S HEALTH AND ACCIDENT INSURANCE PROGRAM**

WHEREAS, the President and Board of Trustees of the Village of Tinley Park appreciate the long, dedicated faithful service given to the Village by certain of its retiring personnel; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park wish to assist certain retired personnel by allowing the voluntary participation in the Village's health and accident program by such personnel;

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: All full time police officers of the Village of Tinley Park, who were first hired as full time police officers prior to May 1, 2011, upon obtaining twenty (20) years of creditable service with the Village's Police Department and upon obtaining the age of fifty (50) years of age and who are retired from the Tinley Park Police Department, and who are without the benefit of any group health insurance coverage, whether public or private, shall be eligible upon retirement from the Village to apply for coverage under the Village's group health insurance plan.

Section 2: All other full time personnel of the Village of Tinley Park, who were first hired as full time employees prior to May 1, 2011, upon obtaining twenty (20) years of creditable service with the Village and upon attaining the age of fifty-five (55) years of age and who are retired from the Village of Tinley Park and who are without the benefit of any group health insurance coverage, whether public or private, shall be eligible upon

retirement from the Village to apply for coverage under the Village's group health insurance plan.

Section 3: In the event that any of the persons provided for in Section 1 and 2 of this Ordinance loses his or her life in the performance of duty or receives in the performance of duty injuries from which he or she thereafter dies, and in the event such person leaves a widow or widower or a child or children under the age of twenty-three (23) years of age and who is dependent on him or her and who is without the benefit of any group health insurance coverage, whether public or private, shall be eligible to apply for coverage under the Village's group health insurance plan.

Section 4: Upon application by and of the persons provided for in Section 1, 2 or 3 of this Ordinance for participation in the Village's group health insurance plan, and upon such person paying to the Village a sum equal to one-half (1/2) of the cost for such group health insurance coverage, the Village shall then contribute the remaining portion of the cost for such coverage so that such person can be covered by the Village's then existing group health insurance plan.

Section 5: All other full time employees of the Village shall upon retirement from the Village, be eligible for such group health insurance coverage continuation as may be provided for by law at their own expense.

Section 6: The payment to be made by the Village pursuant to Section 4 above shall cease whenever any retiree covered under the Village's group health insurance plan: (1) has available any other group health insurance coverage, whether public or private, or (2) becomes eligible for Medicare or Medicaid.

Section 7: In the event that Village payments cease pursuant to Section 6 above, and upon application of such person for supplemental coverage under the Village's group health insurance plan, and upon payment to the Village of one-half (1/2) of the cost of such person's portion of said coverage, the Village shall then contribute the remaining portion of the cost for such supplemental coverage.

Section 8: The provisions of this Ordinance shall not vest in any public employee or official or retiree a property interest in the continuance of any group health insurance plan or program.

Section 9: Ordinance No. 77-O-015 is hereby repealed.

Section 10: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED this 19th day of April, 2011, pursuant to a roll call vote as follows:

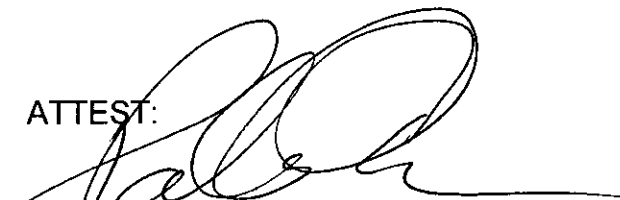
AYES: Maher, Staunton, Leoni, Zabrocki


NAYS:None

ABSENT: Seaman, Hannon, Grady

APPROVED by me this 19th day of April, 2011.

ATTEST:


 Village Clerk


 Village President

PAMPHLET
BACK OF PAMPHLET

ORDINANCE NO. 2011-O-017

**AN ORDINANCE PROVIDING FOR THE VOLUNTARY
PARTICIPATION BY CERTAIN RETIRED VILLAGE PERSONNEL
IN THE VILLAGE'S HEALTH AND ACCIDENT INSURANCE PROGRAM**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois

**Interoffice****Memo**

Date: November 2, 2023
To: Committee of the Whole
From: Donna Framke and Amanda Gaus
Subject: 2023 RibFest Busing

In anticipation of the crowds at the 2023 RibFest, the need of additional parking and therefore transportation from the remote lots was identified by the Village services committee managing the event. RibFest was held in the south lot of the 80th Ave. train station on July 1 - 4, 2023. Remote parking for this event was at the Oak Park Ave. train station. Estimated attendance for the event was over 30,000 people.

A request for quote was sent out in mid-June 2023 for bus companies to run service between the remote lot and the event. Positive Connections was the only responding company able to accommodate. Four buses were secured for each day, at a total of \$5,586 per day.

Positive Connections has had several staffing turnovers delaying the invoice process until October 2023. The invoice was received on October 24, 2023, totaling \$20,947 (\$1397 less than anticipated) and is being placed on the November 7, 2023 board meeting consent agenda for approval.



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229687

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Bill To:

Village of Tinley Park
 16250 S. Oak Park Ave
 Tinley Park, IL 60477

 7084445000

Remit To:

Student Transportation of America, Inc.
 STA Central Region
 39256 Treasury Center
 Chicago, IL 60694-9200

<u>Pickup Date</u>	<u>Pickup</u>	<u>Trip ID</u>	<u>Client Trip ID</u>	<u>Drop Off</u>	<u>Requestor</u>			
01-Jul-2023	6700 South St, Tinley Park IL	1221673		183rd St & Veterans, Tinley Park IL	Amanda Gaus			
		<u>Billing Rate</u>				<u>Miles</u>	<u>Hours</u>	<u>Total Cost</u>
		2022-23 Charter \$133.00 Lot to Lot				72	10:30	\$1,396.50
		Rate Detail: Miles 72 - 72.00 Before Rounding (Actual 72.00 & Custom <blank>)						
		Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)						
		Days 1 - 24h Days 0:10:30 & Actual Days 1						
		Hours \$1,396.50 (Instead)						
		1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)						
		2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)						
		Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)						
		2022-23 Charter \$133.00 Lot to Lot				89	10:30	\$1,396.50
		Rate Detail: Miles 89 - 89.00 Before Rounding (Actual 89.00 & Custom <blank>)						
		Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)						
		Days 1 - 24h Days 0:10:30 & Actual Days 1						
		Hours \$1,396.50 (Instead)						
		1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)						
		2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)						
		Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)						
		2022-23 Charter \$133.00 Lot to Lot				36	10:30	\$1,396.50
		Rate Detail: Miles 36 - 36.00 Before Rounding (Actual 36.00 & Custom <blank>)						
		Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)						
		Days 1 - 24h Days 0:10:30 & Actual Days 1						
		Hours \$1,396.50 (Instead)						
		1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)						
		2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)						
		Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)						
						Total Trip Cost:		\$4,189.50



Positive Connections - Markham
Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229687

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Total: \$4,189.50

Received Payment: \$0.00

Amount Due: \$4,189.50



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70216527

Date: 02-Jul-2023

Client Code: 243006-668234

Terms: Upon Receipt

Bill To:

<p>Village of Tinley Park 16250 S. Oak Park Ave Tinley Park, IL 60477</p>

Attn: Amanda Gaus

708-444-5000

Remit To:

Student Transportation of America, Inc.
 STA Central Region
 39256 Treasury Center
 Chicago, IL 60694-9200

<u>Pickup Date</u>	<u>Pickup</u>	<u>Trip ID</u>	<u>Client Trip ID</u>	<u>Drop Off</u>	<u>Requestor</u>	<u>Group Name</u>
02-Jul-2023 1:30 PM	6700 South St, Tinley Park IL	1180250		183rd St & Veterans, Tinley Park IL	Amanda Gaus	SHUTTLE



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70216527

Date: 02-Jul-2023

Client Code: 243006-668234

Terms: Upon Receipt

<u>Billing Rate</u>	<u>Miles</u>	<u>Hours</u>	<u>Total Cost</u>
2022-23 Charter \$133.00 Lot to Lot	36	10:30	\$1,396.50
Rate Detail: Miles 36 - 36.00 Before Rounding (Actual 36.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)			
2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	38	10:30	\$1,396.50
Rate Detail: Miles 38 - 38.00 Before Rounding (Actual 38.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)			
2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	36	10:30	\$1,396.50
Rate Detail: Miles 36 - 36.00 Before Rounding (Actual 36.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)			
2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	48	10:30	\$1,396.50
Rate Detail: Miles 48 - 48.00 Before Rounding (Actual 48.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
1. \$0.00 (First 4 Hours = \$532.00 per Flat for whole trip)			
2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			

Total Trip Cost: \$5,586.00

Total: \$5,586.00

Received Payment: \$0.00



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70216527

Date: 02-Jul-2023

Client Code: 243006-668234

Terms: Upon Receipt

Amount Due: \$5,586.00



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229690

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Bill To:

Village of Tinley Park
 16250 S. Oak Park Ave
 Tinley Park, IL 60477

7084445000

Remit To:

Student Transportation of America, Inc.
 STA Central Region
 39256 Treasury Center
 Chicago, IL 60694-9200

<u>Pickup Date</u>	<u>Pickup</u>	<u>Trip ID</u>	<u>Client Trip ID</u>	<u>Drop Off</u>	<u>Requestor</u>
03-Jul-2023 1:30 PM	6700 South St, Tinley Park IL	1221680		183rd St & Veterans, Tinley Park IL	Amanda Gaus



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229690

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

<u>Billing Rate</u>	<u>Miles</u>	<u>Hours</u>	<u>Total Cost</u>
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
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2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
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Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
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Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
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2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			

Total Trip Cost: \$5,586.00

Total: \$5,586.00

Received Payment: \$0.00



Positive Connections - Markham
Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229690

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Amount Due: \$5,586.00



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229691

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Bill To:

<p>Village of Tinley Park 16250 S. Oak Park Ave Tinley Park, IL 60477</p>

7084445000

Remit To:

Student Transportation of America, Inc.
STA Central Region
39256 Treasury Center
Chicago, IL 60694-9200

<u>Pickup Date</u>	<u>Pickup</u>	<u>Trip ID</u>	<u>Client Trip ID</u>	<u>Drop Off</u>	<u>Requestor</u>
04-Jul-2023 1:30 PM		1221684			Amanda Gaus



Positive Connections - Markham

Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229691

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

<u>Billing Rate</u>	<u>Miles</u>	<u>Hours</u>	<u>Total Cost</u>
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
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Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
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Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
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Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			
2022-23 Charter \$133.00 Lot to Lot	0	10:30	\$1,396.50
Rate Detail: Miles 0 - 0.00 Before Rounding (Actual 0.00 & Custom <blank>)			
Hours 10.50 - 10:30:0 Before Rounding (Actual 10:30 & Custom <blank>)			
Days 1 - 24h Days 0:10:30 & Actual Days 1			
Hours \$1,396.50 (Instead)			
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2. 10.5 x \$133.00 = \$1,396.50 (If Additional 9999999 Hours = \$133.00 per Hour for whole trip)			
Rate Total \$1,396.50 - Add Together (Min. \$532.00 Max. <blank>)			

Total Trip Cost: \$5,586.00

Total: \$5,586.00

Received Payment: \$0.00



Positive Connections - Markham
Phone: 708-333-8989 Fax: 708-333-0567

Invoice: 70229691

Date: 24-Oct-2023

Client Code: 243006-668234

Terms: Upon Receipt

Amount Due: \$5,586.00

vchlist
10/19/2023 3:06:49PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1136	9/19/2023	021180 THE HUMAN RACE SPORTS INC	100		80 PAIRS SHOES 36-00-000-73610	12,090.00
Total :						12,090.00
1 Vouchers for bank code : ap_ff						Bank total : 12,090.00

vchlist
10/19/2023 3:06:49PM

Voucher List
Village of Tinley Park

Page: 2

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>
102323	10/23/2023	004640 HEALTHCARE SERVICE CORPORATION	110123		AUG/SEPT MEDICAL BENEFITS BIL	
				VTP-020225	01-14-000-72430	449,324.90
				VTP-020225	01-14-000-72435	88,536.57
					Total :	537,861.47
204386	10/17/2023	020440 POPUS, LLC	1076		POPCORN BAGS FOR CONV CENT	
					01-35-100-73870	300.00
					Total :	300.00
204387	10/20/2023	013702 A T & T	3750772804		ACCT#8310011782085 VILL OF TP L	
					01-11-000-72120	150.77
					01-12-000-72120	150.77
					01-14-000-72120	150.77
					01-15-000-72120	150.77
					01-16-000-72120	150.77
					01-17-205-72120	150.77
					01-19-000-72120	150.77
					01-21-000-72120	150.77
					01-26-023-72120	150.77
					01-26-024-72120	150.77
					01-26-025-72120	150.77
					01-33-000-72120	150.77
					01-35-000-72120	150.77
					01-42-000-72120	150.77
					60-00-000-72120	96.44
					63-00-000-72120	10.64
					64-00-000-72120	45.93
					Total :	2,263.79
204388	10/20/2023	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719 LB TIP LINE	
					01-17-225-72120	74.88
					Total :	74.88
204389	10/20/2023	021170 ALL AMERICAN AWARDS & APPAREL	20663		CANOPY TENT 10X10, TABLE COVE	
					01-19-000-72524	350.00
					01-19-020-73605	350.00

vchlist
10/19/2023 3:06:49PM

Voucher List
Village of Tinley Park

Page: 3

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>
204389	10/20/2023	021170	021170 ALL AMERICAN AWARDS & APPARE (Continued)			Total : 700.00
204390	10/20/2023	020316	AMALGAMATED BANK OF CHICAGO	7757	OBLIGATION REFUNDING BOND SI 64-00-000-96140	158,542.37
					60-00-000-96140	384,525.35
					63-00-000-96140	53,382.28
			7758		OBLIGATION BOND 2021B SCHEDL 41-00-000-96140	59,950.00
					33-00-000-96140	28,561.51
					64-00-000-96140	21,409.64
					65-00-000-96140	2,678.27
					27-00-000-96140	1,609.66
					01-96-000-98040	35,665.92
					Total :	746,325.00
204391	10/20/2023	002628	AMERICAN WATER	4000268783	OCTOBER '23 FLAT MONTHLY FEE 64-00-000-73225	455.67
					Total :	455.67
204392	10/20/2023	002470	AMPEST EXTERMINATION LLC	7749	REMOVE HORNETS NEST FROM P 01-26-023-72790	195.00
				7754	TREATED CRAB APPLE TREE - 780 01-26-023-72790	195.00
					Total :	390.00
204393	10/20/2023	020071	AMSIVE LLC	567398	LATE NOTICES OCTOBER 2023 - W 60-00-000-72310	227.51
					64-00-000-72310	97.50
					60-00-000-72110	331.72
					64-00-000-72110	142.16
			567401		OCTOBER 1ST WATER BILLS 60-00-000-72310	1,356.97
					64-00-000-72310	581.56
					Total :	2,737.42
204394	10/20/2023	010026	ANDERSON PUMP SERVICE	092923-90	SERVICE 9/29, CONSUMABLE, FUE 01-26-025-72530	190.50

vchlist
10/19/2023 3:06:49PM

Voucher List
Village of Tinley Park

Page: 4

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>
204394	10/20/2023	010026 010026 ANDERSON PUMP SERVICE	(Continued)			Total : 190.50
204395	10/20/2023	002756 APCO INTERNATIONAL INC.	1031905	VTP-020364	APCO MEMBERSHIP FEES 01-21-210-72720	972.00 Total : 972.00
204396	10/20/2023	014936 AQUAMIST PLUMBING & LAWN	125271	VTP-019981	IRRIGATION - STREETSCAPES HAI 01-26-023-72790	1,884.00
			125281	VTP-019981	IRRIGATION - 171ST ST MEDIANS 01-26-023-72790	481.00
			125288	VTP-019981	IRRIGATION - WINTERIZATION OF 01-26-023-72790	2,635.00
					Total : 5,000.00	
204397	10/20/2023	021204 BECK, SARAH	Ref001442173		UB Refund Cst #00455670 60-00-000-20599	451.53 Total : 451.53
204398	10/20/2023	003015 BEHRENS, JERRY	102523	VTP-019957	FY24 BENEFIT REIMBURSEMENT 01-14-000-72435	197.00 Total : 197.00
204399	10/20/2023	016962 BELLIVEAU, STEVE	101223		DEPOSIT FOR MAGIC SHOW DUR 01-35-000-72954	50.00 Total : 50.00
204400	10/20/2023	002923 BLACK DIRT INC.	Inv062518	VTP-020161	BLACK DIRT FOR LAWN RESTORA 01-26-023-73680	375.00 Total : 375.00
204401	10/20/2023	019214 BLUE CROSS BLUE SHIELD OF IL	IL065LB000001212-0	VTP-019963	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	6,563.00
			ILLB1212	VTP-019963	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	2,757.61
					Total : 9,320.61	
204402	10/20/2023	003148 BREMEN ANIMAL HOSPITAL, LTD	130167		HELMUT OFFICE VISIT - EXAM - RI 01-17-220-72240	100.10

vchlist
10/19/2023 3:06:49PM

Voucher List
Village of Tinley Park

Page: 5

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>
204402	10/20/2023	003148 BREMEN ANIMAL HOSPITAL, LTD	(Continued) 132364		HELMUT -TOBRAMYCIN OPHTHALIC 01-17-220-72240	140.00
					Total :	240.10
204403	10/20/2023	021150 C & C COMMUNICATIONS	2025	VTP-020266	12 STRAND CORNING BUFFER TUI 60-00-000-72790	1,685.00
					Total :	1,685.00
204404	10/20/2023	020762 CANINE DEVELOPMENT GROUP INC	132883		YEARLY HANDLER SUBSCRIPTION 01-17-220-72655	140.00
					Total :	140.00
204405	10/20/2023	003304 CARLIN-MORAN LANDSCAPE INC	6662		LAWN MAINTENANCE - CUT & WEE 01-33-300-72744	225.00
					Total :	225.00
204406	10/20/2023	014026 CHANDLER SERVICES CORPORATION	29636		PIERCE ENFORCER - UPPER MIRI 01-19-000-72540	7,935.11
					Total :	7,935.11
204407	10/20/2023	015199 CHICAGO PARTS & SOUND LLC	2J0004462 3-0058341		VERN REPAIR DOOR PANEL IN UNI 01-17-205-72540 MOTOR OIL - POLICE CS03 01-17-205-72540	280.00 46.07
					Total :	326.07
204408	10/20/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	186879 186880 186881 186882	VTP-019744	01.R160373.00002 INTERIM VIL EN 64-00-000-72840 01.R160373.00008 POST 5 LIFT STA 61-00-000-72840 01.R160373.00024 WATER MODEL I 60-00-000-75813 63-00-000-75813 64-00-000-75813 01.R160373.00028 80TH AVE FLASH 30-00-000-73830	1,682.00 1,105.00 1,258.60 1,258.60 1,078.80 1,856.50

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204408	10/20/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued) 186883		01.R160373.00030 WESTERN PRES 26-00-000-75708	4,894.00
			186884		01.R160373.00031 183RD ST OVER 20-00-000-75814	423.01
			186885	VTP-020110	01.R160373.00036 POST 13 LIFT ST 61-00-000-75320	170.00
			186887		01.R160373.C0029 LAGRANGE RD 26-00-000-75708	12,598.25
Total :						26,324.76
204409	10/20/2023	013820 CINTAS CORPORATION	4170895496		MATS - PD 01-26-025-72790	190.40
Total :						190.40
204410	10/20/2023	020527 CITY ESCAPE GARDEN & DESIGN	12432	VTP-020019	LANDSCAPE PLANTERS - SEPTEMBER 01-26-023-72881	2,889.15
Total :						2,889.15
204411	10/20/2023	012057 COMCAST CABLE	8771401810010702		ACCT#8771401810010702 16250 O 01-35-000-72517	198.84
			8771401810028977		ACCT#8771401810028977 7980 183 01-26-025-72517	52.65
Total :						251.49
204412	10/20/2023	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR 18 01-26-025-72510	2,554.54
			0385440022		ACCT#0385440022 SS BROOKSIE C 64-00-000-72510	435.29
			0421064066		ACCT#0421064066 LAPORTE RD & 64-00-000-72510	82.17
			0471006425		ACCT#0471006425 19948 SILVERSI 01-26-024-72510	60.49
			0637059039		ACCT#0637059039 7950 W TIMBER 64-00-000-72510	125.27
			1222136031		ACCT#1222136031 FINAL BILL - 67 01-26-025-72510	54.76

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204412	10/20/2023	013878 COMED - COMMONWEALTH EDISON	(Continued) 1222203037		ACCT#1222203037 FINAL BILL 1732 01-26-025-72510	958.97
			2922039023		ACCT#2922039023 9342 PARKWOC 01-26-024-72510	22.66
			4943163008		ACCT#4943163008 7650 TIMBER DI 70-00-000-72510	22.25
			5983017013		ACCT#5983017013 19112 S 80TH A 63-00-000-72510	64.36
					Total :	4,380.76
204413	10/20/2023	018311 CONNECTION	74617663		PD - COURT - WIRELESS MOUSE 01-17-205-73600	33.06
					Total :	33.06
204414	10/20/2023	012410 CONSERV FS, INC.	66056168		CONSERV #2 STEEL SCOOP, CURI 01-26-023-73680	312.05
					Total :	312.05
204415	10/20/2023	017650 CRASH CHAMPIONS LLC	255002579		REPAIRS TO 2019 FORD TRANSIT \\\ 01-26-024-72540	1,649.38
					Total :	1,649.38
204416	10/20/2023	003635 CROSSMARK PRINTING, INC	92727		BUSINESS CARDS, LORI KOSMATH 01-33-000-72310	125.85
					Total :	125.85
204417	10/20/2023	011236 DAJANI, OSAMAH	100923		REIM: LUNCHES DURING 5 DAY TR 01-17-220-72140	75.00
			101623		REIM: 3 DAY NEMRT COURSE - LU 01-17-220-72140	45.00
					Total :	120.00
204418	10/20/2023	018456 DEL GALDO LAW GROUP LLC	32618		LEGAL SVC 9/1-9/30/23 01-14-000-72855	2,795.00
					Total :	2,795.00
204419	10/20/2023	021182 DENK, ANGELA	VTPADd001		TEEHAN'S ORAL HISTORY CHRON	

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204419	10/20/2023	021182 DENK, ANGELA	(Continued)		01-35-000-72790	500.00
					Total :	500.00
204420	10/20/2023	017073 DYNEGY ENERGY SERVICES LLC	3613125002		ACCT#3613125002 INV#146561323	
			3670129006		64-00-000-72510	969.07
			3784068018		ACCT#3670129006 INV#146561323	
					64-00-000-72510	375.95
					ACCT#3784068018 INV#146561323	
					60-00-000-72510	6,866.68
					63-00-000-72510	6,866.68
			4373166015		ACCT#4373166015 INV#146561323	
					60-00-000-72510	3,793.88
					63-00-000-72510	3,793.87
			5095140029		ACCT#5095140029 INV#146561323	
					64-00-000-72510	5,626.95
					Total :	28,293.08
204421	10/20/2023	004009 EAGLE UNIFORM CO INC	INV-17675		ATHLETIC SHOE 13M, SHORTS, PA	
			INV-17736		01-19-000-73610	445.00
					STRYKE PANT DARK NAVY T. BUTE	
					01-19-000-73610	164.00
					Total :	609.00
204422	10/20/2023	021172 ELECTRIC ONE INC	7138		ELECTRICAL WORK AT 80TH AVE. I	
			7139	VTP-020337	71-00-000-75815	7,475.00
				VTP-020325	ELECTRICAL WORK AT OPA METR	
					71-00-000-75815	3,619.00
					Total :	11,094.00
204423	10/20/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21649		VINYL GRAPHICS - PUBLIC WORKS	
					01-26-023-72540	151.15
					60-00-000-72540	79.35
					63-00-000-72540	26.45
					64-00-000-72540	45.35
					01-26-024-72540	75.61

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204423	10/20/2023	011176	011176 ELEMENT GRAPHICS & DESIGN, INC (Continued)			Total : 377.91
204424	10/20/2023	004019	EVON'S TROPHIES & AWARDS	100423	3-1/2X2 BLK/WHT PLASTIC ROUND	
					01-41-044-73870	50.00
					01-41-056-73110	25.00
					Total :	75.00
204425	10/20/2023	004176	FEDEX (FEDERAL EXPRESS)	8-274-71758	ACCT#2022-6845-2 SHIPPING COS	
					01-17-205-72110	67.46
					Total :	67.46
204426	10/20/2023	015058	FLEETPRIDE	111876462	LUBE FILTER, LUBE CART, HD AIR	
					01-26-023-72540	32.99
				111903630	LUBE FILTER, SPIN ON FULL FLOW	
					01-26-023-72540	126.06
					Total :	159.05
204427	10/20/2023	009126	FLEMING, DAVID	101423	BALLOON ARTIST AT FARMERS MA	
					01-35-000-72923	250.00
					Total :	250.00
204428	10/20/2023	013540	FRIAS, ROBERTO	100923	REIM: LUNCHS DURING 5 DAY TR	
					01-17-220-72140	75.00
					Total :	75.00
204429	10/20/2023	020276	FRONTLINE PUBLIC SAFETY SOLTNS	FL14213	QUALITY ASSURANCE AND DAILY (
				VTP-020365	01-21-210-72655	2,653.75
					Total :	2,653.75
204430	10/20/2023	002877	G. W. BERKHEIMER CO., INC.	7481120	EXHAUST FAN FOR FACP ROOM O	
				7481393	01-26-025-72520	184.87
					TOOLS FOR DAVE GALATII, TAMPE	
					01-26-025-73410	25.97
					Total :	210.84
204431	10/20/2023	004458	GATTO'S RESTAURANT & BAR	092723	SENIOR LUNCHEON - 100 SENIOR:	
					01-42-000-72954	4,474.60

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204431	10/20/2023	004458	004458 GATTO'S RESTAURANT & BAR	(Continued)		Total : 4,474.60
204432	10/20/2023	004538	GOLDY LOCKS INC	43003523	MEDECO DUPLICATE KEY, SINGLE 01-26-025-73840	94.50
				43075924	KEY BLANK, PUBLIC WORK SPECI, 01-26-025-73840	162.50
					Total :	257.00
204433	10/20/2023	021205	HALLOUL, RAHAF	Ref001442174	UB Refund Cst #00520329 60-00-000-20599	82.34
					Total :	82.34
204434	10/20/2023	004741	HEARTS & FLOWERS	011174	FLOWERS FOR COLLEEN SULLIVA 01-11-000-73110	81.99
					Total :	81.99
204435	10/20/2023	018696	HENRY'S HOUSE OF DECORATED	1425	GAME JACKET, NAVY XX TALL - SC 01-19-000-73610	85.00
				1502	SPORT TEK ST860 - IRON GREY - 4 01-19-000-73610	56.00
				1508	ST860 SPORT TEK 1/4 ZIP - IRON C 01-19-000-73610	52.00
				1512	RICHARDSON 172 CAPS NAVY/WH 01-19-000-73610	112.00
				1516	ST860 SPORT TEK 1/4 ZIP NAVY 2X 01-19-000-73610	47.00
					Total :	352.00
204436	10/20/2023	014465	IL DEPT FINANCIAL & PROF REG	101823	CONTROLLED SUBSTANCE TRAINI 01-17-220-72720	50.00
					Total :	50.00
204437	10/20/2023	004978	ILLINOIS ASSOC OF CHIEFS OF	14634	MEMBERSHIP RENEWAL - RETIREI 01-17-205-72720	130.00
					Total :	130.00
204438	10/20/2023	021088	ILLINOIS STATE VETERINARY	110123	CONVENTION CENTER GRANT 11/ 01-35-100-72985	7,500.00

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204438	10/20/2023	021088	021088 ILLINOIS STATE VETERINARY	(Continued)		Total : 7,500.00
204439	10/20/2023	021199	INTER CONTINENTAL HFP	101323	REFUND 12 \$500 GRADE DEPOSIT 84-00-000-20552	6,000.00 Total : 6,000.00
204440	10/20/2023	005186	INTERSTATE BATTERY SYSTEM	30001556	BATTERY - 31-MHD - UNIT #44 - STI 01-26-023-72540	384.00 Total : 384.00
204441	10/20/2023	005251	J AND R SALES AND SERVICE INC.	7571	FUEL PUMP, HS GEARBOX GREAS 01-26-023-72530	79.22 Total : 79.22
204442	10/20/2023	005266	J.M.D. SOX OUTLET, INC.	20230494	WORK CLOTHES/DANIEL NUNEZ 01-26-024-73610	246.95 Total : 246.95
204443	10/20/2023	011466	JEWEL OSCO	00662441 00662441 00668845	****0413 PEPSI 24PK- FD ANNUAL 01-19-020-72220 ****8778 BAKED GOODS - DEMENT 01-41-056-72954 ****8778 PUMPKINS FOR BOO BAS 01-35-000-72923	64.53 48.96 174.75 Total : 288.24
204444	10/20/2023	021200	KATZ, SUSAN	102323	REFUND 4TH QUARTER PARKING I 70-00-000-79000	79.50 Total : 79.50
204445	10/20/2023	005379	KLEIN, THORPE & JENKINS, LTD	236793	LGL SVC ADMINISTRATIVE HEARIN 01-14-000-72876	1,376.00 Total : 1,376.00
204446	10/20/2023	013969	MAP AUTOMOTIVE OF CHICAGO	40-735954	ELMNT ASY, FILTER ASY, FILTER - 01-17-205-72540	466.89 Total : 466.89

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204447	10/20/2023	020322 MASTER AUTO SUPPLY	15030-135943		AXLE ASSEMBLY POLICE UNIT #2S 01-17-205-72540	456.22
					Total :	456.22
204448	10/20/2023	020726 MCCULLOUGH, MICHAEL	100923		REIM: LUNCHES 5 DAY TRAINING/ 01-17-220-72140	75.00
					Total :	75.00
204449	10/20/2023	006074 MENARDS	46504		ACCT# 30860257 - 3-WIRE RANGE/ 01-26-025-73570	9.99
			46508		ACCT# 30860257 - FISKARS BYPAS 01-26-023-73410	180.75
			46561		ACCT# 30860257- ENERGIZER 3V 2 60-00-000-73410	16.09
					63-00-000-73410	1.79
					64-00-000-73410	7.66
					01-26-023-73410	25.54
					01-26-024-73410	12.77
					01-26-025-73580	23.40
			46563		ACCT# 30860257- MASTER 2" EXH 01-26-025-72520	6.99
			46570		ACCT# 30860257 - 100CT LED LIGH 01-35-000-72923	41.94
			46572		ACCT# 30860257 - CLR 1-GNG NM 01-26-025-73570	129.94
			46581		ACCT# 46581 - DECOR OUTLET, VI 01-26-024-73570	169.10
			46582		ACCT# 30860257 - TEXTURED LAY- 01-26-025-72520	48.90
			46632		ACCT# 30860257 = SC PASSAGE AI 01-26-025-72520	122.47
			46692		ACCT# 30860257 - 7" CUTTING PLII 01-26-023-73410	24.98
			46694		ACCT# 30860257 - 24" ROUGH-SUF 60-00-000-73410	10.06
					63-00-000-73410	1.12
					64-00-000-73410	4.79

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204449	10/20/2023	006074 MENARDS	(Continued) 46703		ACCT# 30860257 3/8C X 3/8C 20" S 01-26-025-72520	12.24
			46740		ACCT# 30860257 - 3/4" VINYL ELEC 01-26-023-73570	16.14
			46760	VTP-020357	ACCT#30860257 CHRISTMAS LIGH 01-35-000-73112	1,078.92
			46763		ACCT# 30860257 - 23OZ FANTASTI 01-26-025-73580	44.78
			46881		ACCT# 30860257 - TC SPERHLD M 01-26-025-72520	4.29
			46883		ACCT# 30860257 - SDS+DRILLBIT 01-26-025-73410	33.07
			46978		ACCT# 30860257 - TYPE S MORTAR 60-00-000-73770	11.31
					63-00-000-73770	1.26
					64-00-000-73770	5.39
			46979		ACCT# 30860257 - CAT5E6 COUPLI 01-26-025-72520	22.90
			47002		ACCT# 30860257 - CASTER 3" RUB 01-26-025-72530	49.82
					Total :	2,118.40
204450	10/20/2023	005742 METRO POWER INC.	14295		GENERATOR REPAIRS, CAP, ROT 01-26-025-72530	1,669.15
					Total :	1,669.15
204451	10/20/2023	020938 MIDWEST MECHANICAL GROUP LLC	M42023081-01	VTP-020092	MICRO CHANNEL CONDENSER CC 01-26-025-72530	16,623.00
			MC0000133049		MAINT CONTRCT# MP40384 - PUMI 60-00-000-72750	163.47
					63-00-000-72750	163.47
					64-00-000-72750	140.11
			MC0000133050		CNTR MP40387 - MAINT WATER PL 60-00-000-72750	220.08
					63-00-000-72750	220.08
					64-00-000-72750	188.64

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204451	10/20/2023	020938	020938 MIDWEST MECHANICAL GROUP LL (Continued)			Total : 17,718.85
204452	10/20/2023	011997	MOTOROLA SOLUTIONS-STARCOM	6718620220706	USER FEES FOR RADIOS 7/1/23-6/ 01-21-000-72550 01-21-210-72550	120.00 120.00 Total : 240.00
204453	10/20/2023	010810	MUNICIPAL SERV. CONSULTING INC	TPCN-09-23	CONS SVC CIMP FOR VTP SEPTE 30-00-000-75112 30-00-000-75812	10,594.50 8,421.00 Total : 19,015.50
204454	10/20/2023	006197	NATIONAL EMERGENCY NUMBER	300075937	VTP-020366 NENA 911 MEMBERSHIP 01-21-210-72720	725.00 Total : 725.00
204455	10/20/2023	015723	NICOR	33079168366 49924710004	ACCT#33079168366 METER#43853 64-00-000-72511 ACCT#49924710004 METER#45817 01-26-025-72511	49.82 209.62 Total : 259.44
204456	10/20/2023	021101	NORTHWESTERN MEDICINE	543922	VTP-020247 VTP-020247 OCCUPATIONAL HEALTH SERVICE 01-14-000-72446 01-14-000-72450	569.00 740.00 Total : 1,309.00
204457	10/20/2023	013224	NORTHWESTERN UNIVERSITY	24173	VEHICLE DYNAMICS CLASS - KEN 01-17-220-72140	995.00 Total : 995.00
204458	10/20/2023	006475	PARK ACE HARDWARE	71510/1 71523/1 71561/1 71562/1	CUST# 89143 SUPER GLUE, MINI S 01-26-025-72520 CUST# 891432 MOUNTING STRIPS 01-26-025-72520 CUST# 9404 - FLAG NYLON 3X5, BI 01-19-000-73870 CUST# 89143 - PEX CLAMP 1/2" 10I	31.11 8.45 45.98

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204458	10/20/2023	006475 PARK ACE HARDWARE	(Continued)		01-26-025-72520	72.97
					Total :	158.51
204459	10/20/2023	006499 PITNEY BOWES INC	1024042220		ACCT#0012198182 EQUIP SRV SLA	
					01-14-000-72750	51.60
					60-00-000-72750	51.60
					Total :	103.20
204460	10/20/2023	006780 POMP'S TIRE SERVICE, INC	411057288		TIRES - 245/70R WATER UNIT #52 -	
					60-00-000-73560	672.00
					63-00-000-73560	224.00
					64-00-000-73560	384.00
					60-00-000-73560	5.25
					63-00-000-73560	1.75
					64-00-000-73560	3.00
					Total :	1,290.00
204461	10/20/2023	020440 POPUS, LLC	1077		LG SAMPLE BAGS WITH MDW MIX	
					01-35-100-73870	180.00
					Total :	180.00
204462	10/20/2023	006507 POSTMASTER, U. S. POST OFFICE	101623		POSTAGE FOR TINLEY PARK WATE	
					60-00-000-72110	3,084.68
					64-00-000-72110	1,322.00
					Total :	4,406.68
204463	10/20/2023	019583 PRECISE MRM LLC	IN200-1044891		5MB FLAT DATA PLAN US WITH NA	
					01-26-023-72655	189.00
					Total :	189.00
204464	10/20/2023	020282 QBF GRAPHICS GROUP	53914	VTP-020323	UPDATED RESTAURANT GUIDE RE	
					01-35-000-72310	1,050.02
					01-35-000-72310	32.08
					Total :	1,082.10
204465	10/20/2023	006850 QUILL CORPORATION	24901787		FINE GRANITE GRAY 24 LB 100CT	
					01-33-000-73110	28.03

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204465	10/20/2023	006850 QUILL CORPORATION	(Continued) 34898254		DURABLE VISIFIX DESK BUSINESS 01-33-000-73110	31.44
			34910101		DURABLE VISIFIX DESK BUSINESS 01-33-000-73110	107.20
			34919404		HW 6105 STEEL 24 KEY BOX 01-33-000-73110	44.19
			35057973		ASTROBRIGHT 65# 80 SHEET WHI 01-35-000-73110	30.06
					Total :	240.92
204466	10/20/2023	006974 RINGHOFER, WILLIAM	AP1001323	VTP-019964	FY24 BENEFIT REIMBURSEMENT 01-14-000-72435	720.38
					Total :	720.38
204467	10/20/2023	006874 ROBINSON ENGINEERING CO. LTD.	23080348		19-R0285.02 TP HARMONY SQ PLA 27-00-000-72840	4,753.50
			23090545		19-R0285.02 TP HARMONY SQ PLA 27-00-000-72840	1,395.00
			23090546		21-R0306 TP CRANA HOMES DEV E 01-14-000-72840	2,557.25
			23090547		22-R0503 TP MARRIOTT HOTEL 18: 01-14-000-72840	2,571.50
			23090548		22-R0633 TP GAS N WASH (LAGRA 01-14-000-72840	6,496.50
			23090549		23-R0412 TP SPLISH SPLASH CAR 01-14-000-72840	2,934.00
			23090550		23-R0486 - TP PARK PLAZA - PHAS 28-00-000-72840	4,163.00
			23090551		23-R0553 TP BOWL - JULY & AUGU 01-14-000-72840	1,518.50
			23090552		23-R0581 TP FAMILY DENTAL 7895 01-14-000-72840	2,158.75
			23100053	VTP-020131	19-R0285.05 ENVIRONMENTAL TES 27-00-000-72840	22,630.00
			23100056	VTP-020330	19-R0285.05 PROFESIONAL ENGIN 30-00-000-75905	65,105.00

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204467	10/20/2023	006874	006874 ROBINSON ENGINEERING CO. LTD (Continued)			Total : 116,283.00
204468	10/20/2023	007092 SAUNORIS	731958		CORN STALK BUNCH, STRAW, LAF 01-35-000-72923	300.00 Total : 300.00
204469	10/20/2023	007442 SEECO CONSULTANTS, INC	19368	VTP-020113	PMP CONSTRUCTION MATERIALS 05-00-000-72840	3,216.50 Total : 3,216.50
204470	10/20/2023	007453 SERVICE SANITATION, INC.	8564206		PORTABLE TOILETS FOR FARMER' 01-35-000-72923	426.00 Total : 426.00
204471	10/20/2023	020979 SHEA, PATRICK	100923		REIM: PER DIEM AT 4 DAY ILEAS E 01-17-220-72140	180.00 Total : 180.00
204472	10/20/2023	020898 STANTEC CONSULTING SERVICES	2075681	VTP-019984	STORMWATER MAINTENANCE 5/1/ 65-00-000-72591	14,785.50 Total : 14,785.50
204473	10/20/2023	012238 STAPLES BUSINESS ADVANTAGE	3548833577 3548833578 3549613232 3549613234		STENO BOOK, STAPLES, BINDERC 01-14-000-73110 BROTHER TZE-2312PK, FOLDER, S 01-17-205-73110 3X3 POST-IT NOTES MIAMI 24 CAB 01-14-000-73110 LSR RTRY CRD 2 1/6X4 50PK, PAD 01-14-000-73110 01-42-000-73870	108.96 222.58 96.00 40.00 51.38 Total : 518.92
204474	10/20/2023	007438 SUB TRAILER HITCH, INC.	14212		PW - BUMPER ASSY, FACTORY HI1 01-26-023-72540	2,290.00 Total : 2,290.00
204475	10/20/2023	020752 SUBURBAN FAMILY MAGAZINE	092623		SUBURBAN FAMILY HOLIDAY ADVE	

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204475	10/20/2023	020752 SUBURBAN FAMILY MAGAZINE	(Continued)	VTP-020324	01-35-100-72983	995.00
					Total :	995.00
204476	10/20/2023	018264 THE LAKOTA GROUP, INC.	23017.01-02	VTP-020331	23017.01 PROF LANDSCAPE & SITI 30-00-000-75905	19,242.90
					Total :	19,242.90
204477	10/20/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2452		2 NEW CONSTRUCTION PERMIT IN 01-33-300-72853	150.00
					Total :	150.00
204478	10/20/2023	019712 TM TIRE CO INC	153923	VTP-020358	TIRES FOR STREETS UNIT #38 01-26-023-73560	1,167.00
					Total :	1,167.00
204479	10/20/2023	002165 ULINE, INC	169229226	VTP-020336	FORKLIFT PLATFORM 01-26-023-72530	1,200.20
					Total :	1,200.20
204480	10/20/2023	002613 UNITED HEALTHCARE AARP	AARP-PPPR100123	VTP-019965	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	7,956.04
					Total :	7,956.04
204481	10/20/2023	020918 USABLUBOOK	INV00131731		NUPLA SEWER SPADE; 5" 20", FIBE 60-00-000-73410 63-00-000-73410 64-00-000-73410 60-00-000-73410 63-00-000-73410 64-00-000-73410	78.06 8.67 37.17 12.25 1.36 5.84
			INV00143606		FIRE HOSE 1-1/2" X 50' NST FITTIN 60-00-000-73410 63-00-000-73410 64-00-000-73410	183.46 20.38 87.37
					Total :	434.56
204482	10/20/2023	020421 VERIZON CONNECT FLEET USA LLC	328000049866		VEHICLE TRACKING SUBSCRIPTIC	

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204482	10/20/2023	020421 VERIZON CONNECT FLEET USA LLC	(Continued)			
			352000051501		01-26-023-72790 VEHICLE TRACKING SUBSCRIPTIC	981.89
			356000043104		01-26-023-72790 VEHICLE TRACKING SUBSCRIPTIC	871.45
					01-26-023-72790	848.00
					Total :	2,701.34
204483	10/20/2023	011416 VERIZON WIRELESS	9946011782		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.72
					63-00-000-72127	16.72
					64-00-000-72127	14.34
			9946773288		ACCT 2804813333-00001 DATA 9/14-	
					11-00-000-72127	115.83
					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	1,620.59
					01-17-205-72127	324.09
					01-19-000-72127	756.58
					01-19-020-72127	108.03
					01-21-210-72127	252.07
					01-26-023-72127	546.29
					01-26-025-72127	144.04
					01-35-000-72127	36.01
					60-00-000-72127	272.24
					63-00-000-72127	30.25
					64-00-000-72127	129.63
					01-33-000-72127	324.09
			9946773289		ACCT 2804813333-00003 MOBILE	
					11-00-000-72127	84.30
					01-11-000-72120	47.15
					01-12-000-72120	84.30
					01-13-000-72120	47.15
					01-16-000-72120	362.93

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204483	10/20/2023	011416	VERIZON WIRELESS		(Continued)	
					01-17-205-72120	5,291.81
					01-19-000-72120	262.90
					01-19-020-72120	255.27
					01-21-000-72120	42.15
					01-21-210-72120	126.45
					01-26-023-72120	1,222.86
					01-26-024-72120	143.56
					01-26-025-72120	304.53
					01-33-000-72120	520.80
					01-35-000-72120	89.30
					60-00-000-72120	431.18
					63-00-000-72120	47.91
					64-00-000-72120	205.33
					Total :	14,817.55
204484	10/20/2023	017391	VSP ILLINOIS		818793879.	
				VTP-020233	AUG & SEPT FY24 VISION BENEFIT	
					01-14-000-72430	3,738.45
					Total :	3,738.45
204485	10/20/2023	010165	WAREHOUSE DIRECT INC		5563732-0	
					BOARD, MARK - WPE 36X24 AL	
					01-11-000-73110	72.70
					5587748-0	
					COPY PAPER - VH	
					01-14-000-73110	299.94
					5589134-0	
					COPY PAPER - PW	
					60-00-000-73110	3.24
					63-00-000-73110	0.36
					64-00-000-73110	1.55
					01-26-023-73110	5.15
					01-26-024-73110	2.58
					Total :	385.52
204486	10/20/2023	011055	WARREN OIL CO.		W1600451	
					N.I., GAS USED 10/3-10/12/23	
					01-17-205-73530	7,844.64
					01-19-000-73530	624.33
					01-19-020-73530	44.53
					01-21-000-73530	73.68

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
204486	10/20/2023	011055 WARREN OIL CO.	(Continued)				
					60-00-000-73530	874.29	
					63-00-000-73530	218.57	
					64-00-000-73530	468.37	
					01-26-023-73530	1,008.97	
					01-26-024-73530	634.04	
					01-33-300-73530	163.16	
					01-12-000-73530	57.08	
					01-14-000-73532	167.21	
					01-14-000-73531	5,799.57	
					01-42-000-73530	550.31	
			W1600452		DIESEL FUEL USED 10/3-10/12/23		
					01-19-000-73545	2,205.08	
					60-00-000-73545	403.56	
					63-00-000-73545	100.89	
					64-00-000-73545	216.19	
					01-26-023-73545	2,070.40	
					01-26-024-73545	161.26	
					01-14-000-73531	407.62	
					Total :	24,093.75	
204487	10/20/2023	020217 WEX HEALTH INC	0001822017-IN		FY24 FSA EXPENSES - SEPTEMBE		
				VTP-019990	01-12-000-72449	172.00	
					Total :	172.00	
103 Vouchers for bank code : apbank						Bank total :	1,691,508.45

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
4722	10/17/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC		
					60-00-000-72542	173.87	
					63-00-000-72542	33.12	
					64-00-000-72542	88.70	
					Total :	295.69	
4723	10/17/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-VILLAGE OF TINLEY PARK		
					60-00-000-72542	961.09	
					63-00-000-72542	183.06	
					64-00-000-72542	490.35	
					Total :	1,634.50	
2 Vouchers for bank code : ipmq						Bank total :	1,930.19
106 Vouchers in this report						Total vouchers :	1,705,528.64

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

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

_____ Village President

_____ Village Clerk

_____ Date

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204490	10/25/2023	019214 BLUE CROSS BLUE SHIELD OF IL	ILLB1212	VTP-019963	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	2,757.61
Total :						2,757.61
204491	10/25/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0	VTP-019962	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	6,563.00
Total :						6,563.00
204492	10/27/2023	002655 AMERICAN HERITAGE LIFE	MG076	VTP-020218	ANCILLARY CRITICAL INS BENEFIT 01-14-000-72430	2,069.91
Total :						2,069.91
204493	10/27/2023	004223 ARC ILLINOIS / ARC IMAGING	943850		36X150 24# COLOR INKJET BOND 01-35-000-73110	168.89
Total :						168.89
204494	10/27/2023	018807 BAXTER & WOODMAN INC	0251788		0190816.60 LAGRANGE RD UTILITY 26-00-000-75707	595.00
Total :						595.00
204495	10/27/2023	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-23158-1	VTP-020302	POLICE SHOOTING RANGE MAINT 01-26-025-72779	1,100.00
Total :						1,100.00
204496	10/27/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230100		VTP2343 - SEMI TRUCK FOR HAUL 01-26-023-72890	281.25
					60-00-000-73681	413.44
					63-00-000-73681	45.94
					64-00-000-73681	196.87
			230101		VTP2343 - SEMI TRUCK TIME FOR 01-26-023-72890	337.50
					60-00-000-73681	496.13
					63-00-000-73681	55.13
					64-00-000-73681	236.24
Total :						2,062.50

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204497	10/27/2023	002923 BLACK DIRT INC.	6057	VTP-020161	BLACK DIRT FOR LAWN RESTORA 01-26-023-73680	125.00 Total : 125.00
204498	10/27/2023	012907 BORROWDALE, RUSSELL	101623		REIM: LUNCHES DURING 3 DAY TR 01-17-220-72140	45.00 Total : 45.00
204499	10/27/2023	021150 C & C COMMUNICATIONS	2099		INSTALLATION OF CAT6 DATA CABI 30-00-000-75112	750.00 Total : 750.00
204500	10/27/2023	003504 C & M PIPE & SUPPLY CO., INC	22920	VTP-020384	CONCRETE ADJUSTABLE RING 01-26-023-73790	1,305.00 Total : 1,305.00
204501	10/27/2023	015199 CHICAGO PARTS & SOUND LLC	1CR0068158 2J00004462 3-0058442 3-0058447	G	SCRAP BATTERY - BATTERY CORE 01-17-205-72540 REPAIR DOOR PANEL - PD #29B 01-17-205-72540 BATTERY, CORE - PD #10S 01-17-205-72540 CONNECTOR - VILLAGE BUS 01-42-000-72540	-11.00 280.00 199.41 17.94 Total : 486.35
204502	10/27/2023	018325 CHICAGO TRIBUNE COMPANY LLC	080136302000		CLASSIFIED LISTINGS 9/1-9/30/23 , 01-33-310-72330 01-26-025-72330 60-00-000-72330 63-00-000-72330 01-26-023-72330 64-00-000-72330	114.00 316.09 82.65 82.65 268.09 70.85 Total : 934.33
204503	10/27/2023	018325 CHICAGO TRIBUNE COMPANY LLC	197792300		ACCT#197792300 SOUTHTOWN PF 01-17-205-72720	72.99

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204503	10/27/2023	018325	018325 CHICAGO TRIBUNE COMPANY LLC (Continued)			Total : 72.99
204504	10/27/2023	013150	CHRISTIANSEN FARMS LLC		09812 YARD LEAVES 10/10 - 37558, 37561 01-26-023-72890	1,500.00 Total : 1,500.00
204505	10/27/2023	013820	CINTAS CORPORATION		5180503243 MEDICINE CABINET - FD #48 01-26-025-73117	201.18
					5180503244 MEDICINE CABINET - PUMP HOUSI 01-26-025-73117	101.13
					5180503246 MEDICINE CABINET - PW GARAGE 01-26-025-73117	459.51
					5180503247 MEDICINE CABINET - PD 01-26-025-73117	260.75
					5180503249 MEDICINE CABINET - PUMP HOUSI 01-26-025-73117	96.07
					5180503252 MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117	434.22
					5180503257 MEDICINE CABINET - PD SHOOTIN 01-26-025-73117	106.00
					5180503269 MEDICINE CABINET - VH 01-26-025-73117	298.14
					5180503272 MEDICINE CABINET - FD #49 01-26-025-73117	366.96
					5180503298 MEDICINE CABINET - FD #46 01-26-025-73117	370.12
					5180503299 MEDICINE CABINET - FD #47 01-26-025-73117	225.46
					5180503300 MEDICINE CABINET - FD TRAINING 01-26-025-73117	141.71 Total : 3,061.25
204506	10/27/2023	020527	CITY ESCAPE GARDEN & DESIGN		12465 LANDSCAPE PLANTERS - REMOVA VTP-020019 01-26-023-72881	13,905.00 Total : 13,905.00
204507	10/27/2023	012057	COMCAST CABLE		8771401810316240 ACCT#8771401810316240 7850 183	

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204507	10/27/2023	012057	COMCAST CABLE	(Continued)	01-17-205-72517	55.51
					Total :	55.51
204508	10/27/2023	013892	COMED	6771163052	ACCT#6771163052 TRAFFIC SIGNA 01-26-024-72510	1,672.03
					Total :	1,672.03
204509	10/27/2023	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 17529 66TH AVE 01-26-024-72510	38.09
				0052035006	ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	759.94
				0369095018	ACCT#0369095018 6761 NORTH ST 01-26-024-72510	129.54
				0519019106	ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	11.52
				0522112018	ACCT#0522112018 17048 OPA 9/19- 01-26-024-72510	23.88
				1222218001	ACCT#1222218001 1 E OPA NORTH 70-00-000-72510	110.37
				2587063010	ACCT#2587063010 17311 OPA 9/19 12-00-000-72510	19.76
				2761036017	ACCT#2761036017 8317 AMBERLY 01-26-024-72510	64.14
				3784064010	ACCT#3784064010 16301 CENTRA 60-00-000-72510	25.60
					63-00-000-72510	25.60
				4329016037	ACCT#4329016037 17238 OPA 9/19- 12-00-000-72510	23.88
				4803158058	ACCT#4803158058 RIDGEFIELD LN 64-00-000-72510	137.62
				5437131000	ACCT#5437131000 7980 W 183RD S 01-26-025-72510	180.34
				6771163043	ACCT#6771163043 87TH AVE 3PS 1 01-26-024-72510	3,063.55
				7063131025	ACCT#7063131025 7813 174TH ST 64-00-000-72510	34.13

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204509	10/27/2023	013878	COMED - COMMONWEALTH EDISON	(Continued)		
			7090006006		ACCT#7090006006 17231 OPA 9/19 12-00-000-72510	19.76
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	59.50
					Total :	4,727.22
204510	10/27/2023	012410	CONSERV FS, INC.	66056253	GREENSKEEPER SUNNY GLAMOU 01-26-023-73680	173.19
					Total :	173.19
204511	10/27/2023	020999	COOK COUNTY TREASURER	2023-3	MAINTENANCE OF TRAFFIC SIGNA 01-26-024-72775	5,939.13
					70-00-000-72775	836.00
					Total :	6,775.13
204512	10/27/2023	018234	CORE & MAIN LP	T713094	BRONZE METER CONNECTION - E 60-00-000-73630	138.60
					63-00-000-73630	15.40
					64-00-000-73630	66.00
			T749970		EMERGENCY PURCHASE - RCD 51 60-00-000-74175	2,984.49
					64-00-000-74175	1,279.08
					Total :	4,483.57
204513	10/27/2023	020267	CORNERSTONE GOVERNMENT AFFAIR: VTP-112023		GOVT RELATIONS AND CONSULTIN 01-14-000-72790	3,500.00
					Total :	3,500.00
204514	10/27/2023	017650	CRASH CHAMPIONS LLC	255002537	REPAIR TO POLICE UNIT #13A - CL 01-17-205-72540	8,751.09
					Total :	8,751.09
204515	10/27/2023	003635	CROSSMARK PRINTING, INC	92801	POLICE BADGE BUSINESS CARDS 01-17-205-72310	43.95
				92851	TRIED TO CONTACT YOU DOOR H 01-17-205-72310	158.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204515	10/27/2023	003635 003635 CROSSMARK PRINTING, INC	(Continued)			Total : 201.95
204516	10/27/2023	012896 DWYER, DOUGLAS	101723		REIM: HOTEL/PER DIEM 2 DAY TR. 01-17-220-72140	354.18 Total : 354.18
204517	10/27/2023	004111 EJ USA. INC	110230075301	VTP-020209	HYDRANTS 60-00-000-75710	7,905.16 Total : 7,905.16
204518	10/27/2023	004176 FEDEX (FEDERAL EXPRESS)	8-289-45033		ACCT#2022-6845-2 SHIPPING COS 20-00-000-75814	26.77 Total : 26.77
204519	10/27/2023	013540 FRIAS, ROBERTO	101723		REIM: HOTEL/PER DIEM 2 DAY TR. 01-17-220-72140	371.93 Total : 371.93
204520	10/27/2023	010415 GERARD & ROBERTS CONSTR. INC.	101623	VTP-020388	DEPOSIT 2024 BENCHES ON THE / 01-35-000-72923	5,000.00 Total : 5,000.00
204521	10/27/2023	012943 GODETTE CUSTODIAN, LAURA	102423		REPLENISH PETTY CASH 01-12-000-72220 01-14-000-72974 01-11-000-72220 01-14-000-73110 01-21-000-73110 01-42-000-73870 01-35-000-72923	10.00 5.00 30.00 3.28 15.92 21.95 50.00 Total : 136.15
204522	10/27/2023	004538 GOLDY LOCKS INC	43196299		SINGLE CUT DUPLICATE KEY 01-26-025-73840	19.50 Total : 19.50
204523	10/27/2023	015397 GOVTEMPSUSA LLC	4274260		A. MAMPE WEEK ENDING 10/15/23 01-15-000-72790	2,331.00

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204523	10/27/2023	015397 015397 GOVTEMPSUSA LLC	(Continued)			Total : 2,331.00
204524	10/27/2023	020422 HENEGHAN, KYLE	101123		REIM: LUNCHES AT 2 DAY TRAININ 01-17-220-72140	30.00 Total : 30.00
204525	10/27/2023	001487 HOMEWOOD DISPOSAL SERVICE	8538372		30YD EXCHANGE-HAUL, DUMP CH 01-26-023-72890	507.70 Total : 507.70
204526	10/27/2023	015497 ILLINOIS SECRETARY OF STATE	102423		NEW LICENSE PLATES FOR SQUA 01-17-205-72860	8.00 Total : 8.00
204527	10/27/2023	005266 J.M.D. SOX OUTLET, INC.	20230495		WORK CLOTHES/JOHN CONNOLLY 60-00-000-73610 63-00-000-73610 64-00-000-73610	154.01 29.34 78.58 Total : 261.93
204528	10/27/2023	005333 KENIG, LINDGREN, O'HARA, ABOONA	29871	VTP-020327	TRAFFIC PLANNING SERVICES FO 30-00-000-75905	3,000.00 Total : 3,000.00
204529	10/27/2023	005222 LEE JENSEN SALES CO., INC.	00023962-CL		ACCT: VILL041 - TRUCK REPAIR, O 60-00-000-73845 63-00-000-73845 64-00-000-73845	175.26 19.47 83.47 Total : 278.20
204530	10/27/2023	020794 LEGALSHIELD	0025407	VTP-020220	ANCILLARY LEGAL BENEFIT BILLIN 01-14-000-72430	74.80 Total : 74.80
204531	10/27/2023	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20230930		SEPTEMBER 2023 MINIMUM COMM 01-17-225-72852	150.00 Total : 150.00

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204532	10/27/2023	006559 LINDE GAS & EQUIPMENT INC	39005957		CUST#71784874 - INDUSTRIAL ACE	
					60-00-000-73730	49.38
					63-00-000-73730	49.38
					64-00-000-73730	42.33
					01-26-023-73730	141.11
					01-26-024-73730	70.58
					Total :	352.78
204533	10/27/2023	003440 M. COOPER WINSUPPLY CO.	16118401		1-1/2X 1-1/2 CLOST SPUD DRBN, W	
			16121501		01-26-025-73630	65.46
			16139101		CLOSET REPAIR KIT, URNINAL, SL	
					01-26-025-73630	271.11
					B/F PREVENTER WATTS, INLINE D	
					01-26-025-72520	491.76
					Total :	828.33
204534	10/27/2023	007100 M. E.SIMPSON COMPANY, INC	41251		SENSUS DISPLACEMENT WATER M	
					60-00-000-72726	38.50
					64-00-000-72726	16.50
					Total :	55.00
204535	10/27/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-736750		BATTERY - POLICE UNIT 4A	
			40-736751		01-17-205-72540	139.00
					BATTERY - WATER #97	
					60-00-000-72540	72.98
					63-00-000-72540	24.33
					64-00-000-72540	41.69
					Total :	278.00
204536	10/27/2023	020322 MASTER AUTO SUPPLY	15030-136279		LOCK EASE SPRAY - ALL PW	
					60-00-000-72540	0.90
					63-00-000-72540	0.31
					64-00-000-72540	0.51
					01-26-023-72540	1.72
					01-26-024-72540	0.85
					Total :	4.29

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204537	10/27/2023	019338 MCGILL CONSTRUCTION CO LLC	2023-0168	VTP-020235	OAK PARK AVENUE SIDEWALK IMF 18-00-000-75200	158,538.48
Total :						158,538.48
204538	10/27/2023	006074 MENARDS	46938		ACCT# 30860257 - TROWEL, TYPE 60-00-000-73410	30.79
					63-00-000-73410	3.42
					64-00-000-73410	14.66
			46980		ACCT# 30860257 - PVC PIPE, FLEX 60-00-000-72528	66.12
					63-00-000-72528	66.11
			46989		ACCT# 30860257 - OPA CHRISTMAS 01-35-000-73112	189.56
			47036		ACCT# 30860257 - NCTESTER 24-6 60-00-000-73410	17.62
					63-00-000-73410	1.96
					64-00-000-73410	8.39
			47062		ACCT# 30860257 - HOSE CLAMP - I 60-00-000-73630	5.85
					63-00-000-73630	0.65
					64-00-000-73630	2.78
			47105		ACCT# 30860257 - PRESSURE WA 01-26-025-72530	6.83
			47105		ACCT# 30860257 - 3/8 X 3/8 FLAR T 01-26-023-72526	2.98
			47258		ACCT# 30860257 - TYPE S MORTAR 60-00-000-73770	16.97
					63-00-000-73770	1.88
					64-00-000-73770	8.09
			47293		ACCT# 30860257 1/2-13 X 3 HEX BC 01-26-025-73570	46.28
			47323		ACCT# 30860257 - TYPE S MORTAR 60-00-000-73770	11.31
					63-00-000-73770	1.25
					64-00-000-73770	5.40
			47404	G	RETURN - 8" SQUARE GRATE - BL 01-26-025-72520	-60.08

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204538	10/27/2023	006074 MENARDS	(Continued) 47406		ACCT# 30860257 - 5/32" IMPACT MC 01-26-025-72520	53.11
			47454		ACCT# 30860257 - STRUT 3/8" BEA 01-26-025-72520	66.58
			47745		ACCT# 30860257 - HALLOWEEN TF 01-14-000-72974	8.98
Total :						577.49
204539	10/27/2023	006020 METROPOLITAN INDUSTRIES, INC.	INV055359	VTP-020351	POST 5 - FLYGT HMI 64-00-000-72525	3,404.00
Total :						3,404.00
204540	10/27/2023	005790 METROPOLITAN WATER RECLAMATION	102323		2ND INSTALLMENT 2023 SEWER S 64-00-000-73226	388,686.61
Total :						388,686.61
204541	10/27/2023	020938 MIDWEST MECHANICAL GROUP LLC	M42023164-01	VTP-020280	REPLACE COMPRESSOR 01-26-025-72530	12,547.00
Total :						12,547.00
204542	10/27/2023	020855 MOSCA DESIGN INC	38074	VTP-020333	CHRISTMAS ORNAMENTS 01-35-000-73112	857.25
Total :						857.25
204543	10/27/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6479293001		DIELECTRIC GREASE 5PZ TUBE-B 01-26-023-72540	176.13
					60-00-000-72540	92.46
					63-00-000-72540	30.82
					64-00-000-72540	52.83
					01-26-024-72540	88.09
					01-26-023-72540	9.26
					60-00-000-72540	4.86
					63-00-000-72540	1.62
					64-00-000-72540	2.77
					01-26-024-72540	4.65
			6510932001		G9 FLAT WASHERS, DOMESTIC HE	

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204543	10/27/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		60-00-000-72540	58.51
					63-00-000-72540	19.50
					64-00-000-72540	33.43
					01-26-023-72540	111.44
					01-26-024-72540	54.98
			6510952001		PARKRIMP ML PIPE SWVL 1/2" X 1/	
					01-26-023-72540	408.50
					Total :	1,149.85
204544	10/27/2023	006130 NATIONAL GUARDIAN LIFE INS CO.	0000000391	VTP-020256	ANCILLARY LIFE INSURANCE BILLI	
					01-14-000-72435	66.07
					Total :	66.07
204545	10/27/2023	006209 NCPERS -IL IMRF	3683112023	VTP-020222	AUG & SEPT NCPERS LIFE INSUR/	
			7720112023	VTP-020222	01-14-000-72430	624.00
				VTP-020222	AUG & SEPT NCPERS LIFE INSUR/	
					01-14-000-72435	80.00
					Total :	704.00
204546	10/27/2023	015723 NICOR	64423710009		ACCT#64423710009 METER 335839	
					01-26-025-72511	441.26
			81423710003		ACCT#81423710003 METER 283161	
					01-26-025-72511	59.11
			90223493009		ACCT#90223493009 METER 508073	
					01-26-025-72511	145.30
					Total :	645.67
204547	10/27/2023	006475 PARK ACE HARDWARE	071582/1		CUST# 891433 - DRIVE BIT SET 55	
					01-26-025-73410	35.99
			071607/1		CUST# 891431 - SQUARE PLUG, PI	
					60-00-000-73630	22.49
					63-00-000-73630	2.49
					64-00-000-73630	10.73
			71591/1		CUST# 891431 - CIRCUIT BRKR - F	
					60-00-000-73410	10.22
					63-00-000-73410	1.14

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204547	10/27/2023	006475 PARK ACE HARDWARE	(Continued)		64-00-000-73410	4.86
			71618/1		CUST# 891431 - STREET SEWER R	
					60-00-000-73410	27.69
					63-00-000-73410	3.07
					64-00-000-73410	13.20
					Total :	131.88
204548	10/27/2023	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4349585		ACCT 56206 VARIOUS EMPLOYEE	
			4356069		01-41-040-72846	876.20
					ACCT 56206 VARIOUS EMPLOYEE	
					01-41-040-72846	1,046.20
					Total :	1,922.40
204549	10/27/2023	020299 POINT B COMMUNICATIONS INC	INV-28719		SEPT & OCT '23 SEO MGMT	
					01-35-100-72653	1,800.00
					Total :	1,800.00
204550	10/27/2023	006780 POMP'S TIRE SERVICE, INC	411063962		TIRES - WATER #39	
					60-00-000-73560	171.23
					63-00-000-73560	57.08
					64-00-000-73560	97.85
					Total :	326.16
204551	10/27/2023	006850 QUILL CORPORATION	35212254		FELLOWS MENU SIZE IMNTNGPCH	
					01-35-000-73110	58.61
					Total :	58.61
204552	10/27/2023	006361 RAY O' HERRON CO INC	3173951		PATCH - TINLEY PARK COM SVC O	
					01-17-205-73610	189.00
					Total :	189.00
204553	10/27/2023	007092 SAUNORIS	732063		SOD	
			732090	VTP-020300	01-26-023-73680	1,304.00
					PROPANE 33LB	
					60-00-000-73520	9.24
					63-00-000-73520	9.24

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204553	10/27/2023	007092 SAUNORIS	(Continued)			
					64-00-000-73520	7.92
					01-26-023-73520	26.40
					01-26-024-73520	13.20
			732401		PALLET REFUND	
					01-26-023-73680	-96.00
					Total :	1,274.00
204554	10/27/2023	018104 SBA STEEL,LLC	IN14071180		TOWER SITE RENT #IL46494-A-03	
					60-00-000-72631	288.56
					63-00-000-72631	288.56
					64-00-000-72631	288.56
					01-17-205-72631	577.11
					01-19-000-72631	480.93
					Total :	1,923.72
204555	10/27/2023	008710 SHERVINO, ROBERT	101123		REIM: LUNCHES AT 2 DAY NIKON T	
					01-17-220-72140	30.00
					Total :	30.00
204556	10/27/2023	007109 SIRCHIE	0606255-IN		EVIDENCE TECH SUPPLIES	
				VTP-020206	01-17-225-73550	259.65
					Total :	259.65
204557	10/27/2023	007224 STANDARD EQUIPMENT COMPANY	P46079		STREET SWEEPER PARTS - UNIT 9	
					01-26-023-72530	383.92
					Total :	383.92
204558	10/27/2023	020898 STANTEC CONSULTING SERVICES	2115753		STORMWATER MAINTENANCE	
				VTP-019984	65-00-000-72591	28,701.55
					Total :	28,701.55
204559	10/27/2023	015452 STEINER ELECTRIC COMPANY	S007446718.001		BREAKER FOR OPA STATION	
			S007447093.001		01-26-025-73570	81.67
			S007447270.001		ELECT SUPPLIES	
					01-26-025-73570	77.07
					SHOP PARKING LOT LIGHTS	

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204559	10/27/2023	015452 STEINER ELECTRIC COMPANY	(Continued)			
			S007447929.001		01-26-024-73570 SHOP PARKING LOT LIGHTS	124.95
			S007447929.002		01-26-024-73570 SHOP LIGHTS	26.92
			S007448964.001		01-26-025-73570 OUTLET COVERS FOR OPA AND 17	202.90
			S0077445860.001		01-26-024-73570 SUPPLIES FOR LED CONVERSION	91.19
					01-26-024-73570	247.13
					Total :	851.83
204560	10/27/2023	007297 SUTTON FORD INC./FLEET SALES	262954		UNIT 9K 2023 FORD TRANSIT MID I	
			590471	VTP-019339	30-00-000-74220	44,000.00
			590489		HEAD LAMPS - PD SUV	
			590632		01-17-205-72540 WEATHERSTRIP ASY - VILLAGE BL	144.90
					01-42-000-72540	97.66
					PUMP ASSY WATER, GASKET, BOL	
					01-17-205-72540	402.47
					Total :	44,645.03
204561	10/27/2023	020790 TEXAS LIFE INSURANCE COMPANY	SBODBM20231015001		ANCILLARY INSURANCE BENEFIT I	
				VTP-020221	01-14-000-72430	1,305.78
					Total :	1,305.78
204562	10/27/2023	014653 THE BLUE LINE	45620		911 DISPATCHER RECRUITMENT LI	
					01-14-000-72448	199.00
					Total :	199.00
204563	10/27/2023	021207 THE CAR SPA	1020		TINLEY PARK PD ACCT ID: 77 - AUC	
					01-17-205-72540	601.00
					Total :	601.00
204564	10/27/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2523		1 ELEVATOR PLAN REVIEW - 8508	
					01-33-300-72853	75.00
					Total :	75.00

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204565	10/27/2023	021158 THOMPSON, JAKE	100923		REIM: PER DIEM AT 4 DAY ILEAS M 01-17-220-72140	180.00
Total :						180.00
204566	10/27/2023	012187 TOTAL AUTOMATION CONCEPTS, INC	C016217	VTP-020114	BUILDING AUTOMATION MAINTEN 01-26-025-72790	9,504.00
Total :						9,504.00
204567	10/27/2023	020793 TRANSAMERICA LIFE INSURANCE	2505159118	VTP-020223	ANCILLARY INSURANCE BENEFIT I 01-14-000-72430	89.50
Total :						89.50
204568	10/27/2023	014510 TRUGREEN	184062748	VTP-019985	LAWN TREATMENT 9/1-9/15/23 01-26-023-72881	8,368.00
Total :						8,368.00
204569	10/27/2023	017391 VSP ILLINOIS	819007162	VTP-020233	AUG & SEPT FY24 VISION BENEFIT 01-14-000-72430	3,555.35
Total :						3,555.35
204570	10/27/2023	010165 WAREHOUSE DIRECT INC	5594394-0		CLIPS, POST ITS, PAPER, WHITE C 01-21-210-73110	223.51
Total :						223.51
81 Vouchers for bank code : apbank						Bank total : 763,590.55
81 Vouchers in this report						Total vouchers : 763,590.55

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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

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

_____Village President

_____Village Clerk

_____Date

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
1135	9/7/2023	021201 CULLIGAN PURE WATERS LLC	090723		WATER FILTERS 36-00-000-73110	419.00	
Total :						419.00	
1 Vouchers for bank code : ap_ff						Bank total :	419.00

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80423	8/4/2023	019609 GIS PLANNING INC	2120863958		ZOOMPROSPECTOR ENTERPRISE 84-00-000-20432	6,900.00
					Total :	6,900.00
102023	10/20/2023	015702 FIRST AMERICAN TITLE INSURANCE	102023		PURCH 17116 OAK PARK AVENUE : 30-00-000-75906	431,722.00
					Total :	431,722.00
204571	10/30/2023	016864 ANTHEM BLUE CROSS BLUE SHIELD	000299680085	VTP-019959	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	918.78
					Total :	918.78
204572	10/30/2023	014579 COMCAST CABLE COMM, INC.	22363	VTP-020400	HELIPAD IMPROVEMENTS DRY UT 20-00-000-75814	104,811.37
					Total :	104,811.37
204573	11/3/2023	013702 A T & T	9068003808		ACCT#8310012334811 VILL OF TP L 01-11-000-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-16-000-72120 01-17-205-72120 01-19-000-72120 01-21-000-72120 01-26-023-72120 01-26-024-72120 01-26-025-72120 01-33-000-72120 01-35-000-72120 01-42-000-72120 60-00-000-72120 63-00-000-72120 64-00-000-72120	82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 82.18 52.56 5.80 25.01
					Total :	1,233.89
204574	11/3/2023	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280	

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204574	11/3/2023	019563 AEP ENERGY INC	(Continued)		01-26-024-72510	187.89
					Total :	187.89
204575	11/3/2023	020804 AHRENDT, CARRIE	110223.2		HOLIDAY MARKET PERFORMANCE 01-35-000-72954	100.00
					Total :	100.00
204576	11/3/2023	002856 AIRY'S, INC	28355	VTP-020108	TORNADO SIREN PIER FOUNDATIO 30-00-000-74190	4,335.74
					Total :	4,335.74
204577	11/3/2023	020879 AMAZON CAPITAL SERVICES, INC.	133M-TD4X-1CFG		DISPOSABLE GLOVES ORDER#114 01-26-025-73580	84.99
			14MQ-4QFY-6Y39		GIFT TAGS ORDER #112-2635836-3 01-35-100-73870	34.20
			17R4-DFQT-3N64		SMART OIL GAUGE ORDER#114-46 01-26-023-73410	338.00
			1HKK-MTCM-3K9Y		COFFEE BREWER ORDER#113-116 01-21-210-73110	79.99
			1KYQ-F1GC-73KR		HALLOWEEN PHOTOBOOTH PROF 01-35-100-72790	51.13
			1L7M-DJLR-6XHN		BUSINESS CARD SLEEVES ORDEF 01-33-000-73110	18.18
			1M31-RYNK-9V1T		BOO BASH SUPPLIES ORDER#112- 01-35-000-72923	130.23
			1R7F-9JL6-9H3L		PAPER SHREDDER ORDER#111-58 01-14-000-73110	279.49
			1RC3-YH94-77L9		MICROPHONE ADAPTER ORDER # 01-35-000-72982	13.35
			1RFJ-YLX1-37DX		FILE FOLDERS ORDER#112-114575 01-12-000-73110	15.18
			1RHM-YFFN-K317		OIL PUMP KIT ORDER#114-2268506 01-26-023-73410	1,631.98
			1TYT-GTXT-3C3V		IPAD CASES ORDER# 112-5013611- 01-19-000-73110	93.96
			1WVY-7FN7-F7YL		MOUSE PAD ORDER #112-2500329	

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204577	11/3/2023	020879	AMAZON CAPITAL SERVICES, INC.	(Continued)	01-15-000-73110	17.98
					Total :	2,788.66
204578	11/3/2023	016616	AMERICAN MEDICAL RESPONSE	10989	EMS SERVICE AGREEMENT 10/1-11/01-21-000-72856	45,590.98
					Total :	45,590.98
204579	11/3/2023	002628	AMERICAN WATER	110123	SEWER TREATMENT SERVICE - BFD 64-00-000-73225	130,309.40
					Total :	130,309.40
204580	11/3/2023	002869	BECHSTEIN CONSTRUCTION	Ref001442702	UB Refund Cst #00483211 60-00-000-20599	600.00
					Total :	600.00
204581	11/3/2023	016962	BELLIVEAU, STEVE	110223.9	HOLIDAY MARKET MAGIC SHOW-EM 01-35-000-72954	350.00
					Total :	350.00
204582	11/3/2023	002923	BLACK DIRT INC.	6087	BLACK DIRT FOR LAWN RESTORATION 01-26-023-73680	250.00
				VTP-020161	60-00-000-73680	126.00
				VTP-020161	63-00-000-73680	14.00
				VTP-020161	64-00-000-73680	60.00
					Total :	450.00
204583	11/3/2023	002990	BOY SCOUT TROOP #442	110223.7	DONATION TO BOY SCOUT TROOP 01-35-000-72954	250.00
					Total :	250.00
204584	11/3/2023	003148	BREMEN ANIMAL HOSPITAL, LTD	133441	HELMUT OFFICE VISIT - XRAY 01-17-220-72240	203.00
				133576	ACCT 6339: HELMUT EMERGENCY 01-17-220-72240	2,670.00
					Total :	2,873.00
204585	11/3/2023	003396	CASE LOTS INC	20732	JANITORIAL SUPPLIES	

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204585	11/3/2023	003396 CASE LOTS INC	(Continued)	VTP-020389	01-26-025-73580	2,267.90
Total :						2,267.90
204586	11/3/2023	013498 CELLEBRITE USA	Q-353068-1		SELF PACED (CMFF) MOBILE FORI 01-17-225-72140	1,400.00
Total :						1,400.00
204587	11/3/2023	015199 CHICAGO PARTS & SOUND LLC	2-0001296		PUSH BUMPERS - UNIT 13A - CLAI 01-17-205-72540	999.00
			2J0004482		1/0 GAGE INVERTER HARNESS, RE 01-19-000-72540	1,025.00
			3-0058517		ROTOR - FRONT BRAKE POLICE S 01-17-205-72540	181.15
Total :						2,205.15
204588	11/3/2023	018325 CHICAGO TRIBUNE COMPANY LLC	74072186		ACCT #74072186 DAILY SOUTHTOV 01-14-000-72720	112.99
Total :						112.99
204589	11/3/2023	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173 01-19-000-72517	107.85
			8771401810784702		ACCT#8771401810784702 7825 167 01-19-000-72517	4.22
Total :						112.07
204590	11/3/2023	013878 COMED - COMMONWEALTH EDISON	0777127143		ACCT#0777127143 9550 W 184RD S 64-00-000-72510	83.64
			1222136040		ACCT#1222136040 6760 NORTH ST 01-26-025-72510	21.89
			1222203064		ACCT#1222203064 17329 OAK PAR 01-26-025-72510	281.76
			2777112019		ACCT#2777112019 175TH & SANDL 01-26-023-72510	152.04
			3214011009		ACCT#3214011009 16853 LAKEWO 64-00-000-72510	205.31
			6483053261		ACCT#6483053261 17495 S LAGRA	

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204590	11/3/2023	013878	COMED - COMMONWEALTH EDISON	(Continued)		
			8363023007		01-26-023-72510	36.33
					ACCT#8363023007 179TH ST & 82N	
					60-00-000-72510	155.27
					63-00-000-72510	155.26
					Total :	1,091.50
204591	11/3/2023	007653	COMMUNITY CONSOLIDATED SD 146	110223	PERFORMANCE AT HOLIDAY MARKET	
			110223.1		01-35-000-72954	100.00
					HOLIDAY MARKET PERFORMANCE	
					01-35-000-72954	100.00
					Total :	200.00
204592	11/3/2023	012410	CONSERV FS, INC.	66056339	STAPLES 4" 1000 CASE, CURLEX E	
					01-26-023-73680	57.69
					Total :	57.69
204593	11/3/2023	018234	CORE & MAIN LP	T771732	HYMAX FLIP COUPLING *EMERGE	
					60-00-000-73630	606.84
					63-00-000-73630	67.42
					64-00-000-73630	288.98
					Total :	963.24
204594	11/3/2023	018102	COSTAR REALTY INFORMATION	554552	HOTEL DATA DESTINATION REPOF	
				VTP-020419	01-35-100-72220	2,940.00
					Total :	2,940.00
204595	11/3/2023	017650	CRASH CHAMPIONS LLC	255002578	REPAIR TO POLICE UNIT #15A - CL	
					01-17-205-72540	8,157.15
					Total :	8,157.15
204596	11/3/2023	003635	CROSSMARK PRINTING, INC	92736	ALARM PERMIT 2024 STICKER	
			92845		01-17-215-72310	674.95
			92882		POLICE BADGE/BUSINESS CARDS	
					01-17-205-72310	43.95
				VTP-020412	WATER RATE POSTCARDS	
					60-00-000-72310	1,512.00

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204596	11/3/2023	003635 CROSSMARK PRINTING, INC	(Continued)			
				VTP-020412	64-00-000-72310	648.00
				VTP-020412	60-00-000-72310	29.40
				VTP-020412	64-00-000-72310	12.60
					Total :	2,920.90
204597	11/3/2023	010759 DANCE IMAGES	110223.4		HOLIDAY MARKET PERFORMANCE	
					01-35-000-72954	100.00
					Total :	100.00
204598	11/3/2023	018456 DEL GALDO LAW GROUP LLC	32723		LEGAL SVC - GENERAL MATTERS :	
					01-14-000-72850	3,708.75
					01-14-000-72857	430.00
					18-00-000-72850	3,708.75
					20-00-000-72850	1,021.25
					Total :	8,868.75
204599	11/3/2023	019781 DREAMSCAPE PONDS	INV-004142		FALL SHUTDOWN (FOUNTAIN), PO	
					01-26-023-72790	500.00
					Total :	500.00
204600	11/3/2023	004152 ECOLAB PEST ELIMINATION INC.	2388381		EXTERIOR INSECT	
			3677006		01-26-025-72790	450.00
			3677007		RODENT CEILING SERVICE	
					01-26-025-72790	607.85
					COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48
					Total :	1,144.33
204601	11/3/2023	004010 ED & JOE'S PIZZA	149562		PIZZA FOR FIREHOUSE OPEN HOU	
					01-19-000-72220	129.60
					Total :	129.60
204602	11/3/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21702		EMERGENCY VEHICLES - STATION	
					01-19-000-72540	109.56
					Total :	109.56
204603	11/3/2023	019561 ENDLESS COMMUNICATIONS USA LLC	DG-2257		PUSH TO TALK LTE DATA RADIO SV	

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204603	11/3/2023	019561	ENDLESS COMMUNICATIONS USA LLC (Continued)		01-42-000-72550	45.74
					Total :	45.74
204604	11/3/2023	004024	ENTERPRISE RENT A CAR	3007330008	UNIT # 7V5FXC, CLAIM #19785844, 60-00-000-72540	412.49
					63-00-000-72540	137.50
					64-00-000-72540	235.71
					Total :	785.70
204605	11/3/2023	020245	ENTERTAINERS R WE	110223.10	SANTA FOR HOLIDAY MARKET	
				VTP-020416	01-35-000-72954	900.00
					Total :	900.00
204606	11/3/2023	004019	EVON'S TROPHIES & AWARDS	091123	VETERANS COMMISSION - DAVE S	
				102023.	01-41-050-72932	126.20
					8 SHIRTS/JACKETS BROUGHT IN F	
					01-17-205-73610	144.00
					Total :	270.20
204607	11/3/2023	004176	FEDEX (FEDERAL EXPRESS)	8-297-33866	ACCT#2022-6845-2 SHIPPING COS	
					01-13-000-72110	26.43
					Total :	26.43
204608	11/3/2023	020800	FIRST RESPONDERS WELLNESS	17911	PRE-EMPLOYMENT PERFORMANC	
				17912	01-41-040-72846	585.00
					PRE-EMPLOYEMENT PERFORMAN	
					01-41-040-72846	585.00
					Total :	1,170.00
204609	11/3/2023	015058	FLEETPRIDE	112145146	LUBE CART - WATER UNIT #26	
					60-00-000-72540	18.69
					63-00-000-72540	6.23
					64-00-000-72540	10.68
					Total :	35.60
204610	11/3/2023	004224	FOREST VIEW FARMS	6661	HAY RIDES FOR BOO BASH	
				VTP-020397	01-35-000-72923	1,940.00

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204610	11/3/2023	004224	004224 FOREST VIEW FARMS		(Continued)	Total : 1,940.00
204611	11/3/2023	020274	FRAME TECH 1 LLC	39526	FRONT ALIGNMENT - POLICE UNIT 01-17-205-72540	75.00 Total : 75.00
204612	11/3/2023	002877	G. W. BERKHEIMER CO., INC.	7496962	KEY PLEAST MERV 8 AIR FILTERS 01-26-025-72520	107.52 Total : 107.52
204613	11/3/2023	020824	GAUS, AMANDA	02482B	BATTERIES & HARDWARE FOR BO 01-35-000-72923	39.89 Total : 39.89
204614	11/3/2023	015941	GAWRON, SEAN P	101723	REIM: 2 DAY DETECTION, COLLEC 01-17-220-72140	231.31 Total : 231.31
204615	11/3/2023	012942	GODETTE, LAURA	102523	REIM: MILEAGE TO WILL COUNTY 01-13-000-72130	20.31 Total : 20.31
204616	11/3/2023	004493	GORDON FOOD SERVICE INC.	768202608	CUST# 605500021 - CREAMER 60-00-000-73115 63-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115	3.84 3.84 3.29 10.99 5.52 Total : 27.48
204617	11/3/2023	021215	GRENS, KRISTY	Ref001442708	UB Refund Cst #00450961 60-00-000-20599	39.99 Total : 39.99
204618	11/3/2023	018696	HENRY'S HOUSE OF DECORATED	1328 1329	RICHARDSON 172 CAPS - NAVY/W 01-19-000-73610 RICHARDSON 172 CAP NAVY/WHT 01-19-000-73610	28.00 51.00

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204618	11/3/2023	018696 HENRY'S HOUSE OF DECORATED	(Continued) 1519		RICHARDSON 172 CAPS - NAVY/W 01-19-000-73610	28.00
			1520		2 RICHARDSON 172 CAPS NAVY/W 01-19-000-73610	56.00
Total :						163.00
204619	11/3/2023	018577 HERNANDEZ BEECHY, GRACE	128		MUSICAL PERFORMANCE - AMERI 01-41-050-72932	400.00
Total :						400.00
204620	11/3/2023	012281 HINCKLEY SPRINGS	5977593102823		ACCT#32542175977593 OCTOBER 01-21-210-73110	247.82
Total :						247.82
204621	11/3/2023	011032 HUB INTERNATIONAL MIDWEST LTD.	3390576		4 YEAR NOTARY BOND PUBLIC CC 01-17-205-73110	20.00
			3390782		4 YEAR NOTARY BOND PUBLIC CC 01-17-205-73110	20.00
			3390917		4 YEAR NOTARY BOND PUBLIC CC 01-17-205-73110	20.00
			3390987		4 YEAR NOTARY BOND PUBLIC CC 01-17-205-73110	20.00
Total :						80.00
204622	11/3/2023	004978 ILLINOIS ASSOC OF CHIEFS OF	13924		MEMBERSHIP RENEWAL- ACTIVE () 01-17-205-72720	115.00
Total :						115.00
204623	11/3/2023	020863 ILLINOIS LAW ENFORCEMENT	102623		MEMBERSHIP RENEWAL 2024 - PA 01-17-205-72720	75.00
Total :						75.00
204624	11/3/2023	005250 J & L DOORS, INC	756480	VTP-020179	CONTINUOUS HINGE 01-26-025-72520	1,058.10
Total :						1,058.10
204625	11/3/2023	005266 J.M.D. SOX OUTLET, INC.	20230503		WORK CLOTHES/BRUCE BRODA	

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204625	11/3/2023	005266 J.M.D. SOX OUTLET, INC.	(Continued)		01-26-023-73610	96.93
					Total :	96.93
204626	11/3/2023	005384 KIRBY SCHOOL DISTRICT # 140	110223.12		HOLIDAY MARKET BAND PERFORM 01-35-000-72954	100.00
					Total :	100.00
204627	11/3/2023	019686 KOLLINATIS, ANGELA	Ref001442701		UB Refund Cst #00465553, refund or 60-00-000-20599	1,089.46
					Total :	1,089.46
204628	11/3/2023	003440 M. COOPER WINSUPPLY CO.	16221001		TFP600A-LF 2 IPS BALL VLV, NIBCO 60-00-000-73630 63-00-000-73630 64-00-000-73630	129.18 14.35 61.53
					Total :	205.06
204629	11/3/2023	018439 MASTER FENCE INC	12496	VTP-020414	FENCING FOR PARADE OF LIGHTS 01-35-000-72954	5,038.96
					Total :	5,038.96
204630	11/3/2023	005645 MEADE ELECTRIC COMPANY INC.	706236		TRAFFIC SIGNAL MAINTENANCE - 01-26-024-72775	580.94
					Total :	580.94
204631	11/3/2023	015580 MIDWEST COMMERCIAL, INC.	23-3069	VTP-020350	FLOORING AT 911 OFFICE 01-26-025-72790	2,199.00
					Total :	2,199.00
204632	11/3/2023	020938 MIDWEST MECHANICAL GROUP LLC	112146652		SERVICE CALL #2308-1469 CUST# 01-26-025-72520	736.00
					Total :	736.00
204633	11/3/2023	020855 MOSCA DESIGN INC	38134	VTP-020372	PURCHASE OF TWO 3D 11FT CANI 30-00-000-74120	9,145.30
					Total :	9,145.30

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204634	11/3/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6419465001		QUAD-CUT DRILL BIT 3/32", 5/64", 1	
					01-26-023-72540	145.44
					01-26-024-72540	72.72
					60-00-000-72540	76.36
					63-00-000-72540	25.46
					64-00-000-72540	43.64
					01-26-023-72540	9.40
					01-26-024-72540	4.71
					60-00-000-72540	4.93
					63-00-000-72540	1.65
					64-00-000-72540	2.82
			6442737001		SIGN DEPARTMENT - WIRE CLIPS,	
					01-26-023-73830	117.18
			6445907001		GREASE FITTING, SELF SEAT CLAI	
					01-26-024-72540	60.43
					01-26-023-72540	120.87
					60-00-000-72540	63.45
					63-00-000-72540	21.15
					64-00-000-72540	36.28
					01-26-024-72540	7.46
					01-26-023-72540	14.92
					60-00-000-72540	7.83
					63-00-000-72540	2.61
					64-00-000-72540	4.48
					Total :	843.79
204635	11/3/2023	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	
					01-26-025-72511	74.31
			51962938117		ACCT#51962938117 METER 510889	
					01-26-025-72511	14.47
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	51.66
			54072310003		ACCT#54072310003 METER 542086	
					01-26-025-72511	933.65
			60879454142		ACCT#60879454142 METER 351734	
					01-26-025-72511	24.94
			73675410002		ACCT#73675410002 METER 356130	

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204635	11/3/2023	015723 NICOR	(Continued)			
			74433410003		01-26-025-72511 ACCT#74433410003 METER 357540	1,041.95
			83523710008		01-26-025-72511 ACCT#83523710008 METER#30262	49.72
			96019958527		01-26-025-72511 ACCT#96019958527 METER#45826	318.86
					01-26-025-72511	178.01
					Total :	2,687.57
204636	11/3/2023	020945 OPERATING ENGINEERS LOCAL #150	L150.53		CDL TRAINING - NICHOLAS CARPE	
				VTP-020248	01-26-023-72140	1,750.00
				VTP-020248	01-26-024-72140	875.00
				VTP-020248	60-00-000-72140	315.00
				VTP-020248	63-00-000-72140	315.00
				VTP-020248	64-00-000-72140	245.00
			L150.54		CDL TRAINING - DANIEL NUNEZ ID	
				VTP-020248	01-26-023-72140	1,820.00
				VTP-020248	01-26-024-72140	910.00
				VTP-020248	60-00-000-72140	327.60
				VTP-020248	63-00-000-72140	327.60
				VTP-020248	64-00-000-72140	254.80
			L150.55		CDL TRAINING - CHASE J. WHITE	
				VTP-020248	01-26-023-72140	1,820.00
				VTP-020248	60-00-000-72140	327.60
				VTP-020248	63-00-000-72140	327.60
				VTP-020248	64-00-000-72140	254.80
				VTP-020248	01-26-024-72140	910.00
			L150.59		CDL TRAINING - CAMILO NOVOA, S	
				VTP-020248	01-26-023-72140	1,890.00
				VTP-020248	01-26-024-72140	945.00
				VTP-020248	60-00-000-72140	340.20
				VTP-020248	63-00-000-72140	340.20
				VTP-020248	64-00-000-72140	264.60
					Total :	14,560.00
204637	11/3/2023	017268 PETERSON JOHNSON & MURRAY	141401		4130.0001 LEGAL SVC VTP GENER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204637	11/3/2023	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			141402		01-14-000-72850 4130.0003 LEGAL SVC FOIA THRU :	11,861.16
			141403		01-14-000-72857 4130.0022 LEGAL SVC NEW BREMI	1,370.00
			141404		27-00-000-72850 4130.0031 LEGAL SVC TP EMINENT	9,450.00
			141405		27-00-000-72850 4130.0050 LEGAL SVC LINCOLN W.	322.50
			141406		01-14-000-72850 4130.0057 TINLEY PARK PUSH TAX	2,520.00
			141407		01-14-000-72850 4160.0001 LEGAL SVC VPT PROSE	3,077.25
			141408		01-14-000-72858 4173-0009 LEGAL SVC J&J GAMINC	6,213.50
			141409		01-14-000-72850 4173.0010 RIVEROAKS PROPERTIE	3,787.50
					01-14-000-72850	311.75
					Total :	38,913.66
204638	11/3/2023	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4342870	VTP-019989	FY 24 OCCUPATIONAL HEALTH SEI 01-14-000-72446	573.00
					Total :	573.00
204639	11/3/2023	006499 PITNEY BOWES INC	8000-9000-0107-6800		ACCT# 8000-9000-0107-6300 METE	
					01-13-000-72110	107.58
					01-41-046-72110	90.96
					01-14-000-72110	1,077.38
					01-17-217-72110	401.58
					01-19-020-72110	96.36
					01-35-000-72110	217.35
					01-33-310-72110	121.59
					01-41-056-72110	431.55
					60-00-000-72110	541.34
					64-00-000-72110	232.00
					01-41-040-72110	111.32
					01-33-000-72110	88.11

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204639	11/3/2023	006499	006499 PITNEY BOWES INC		(Continued)	Total : 3,517.12
204640	11/3/2023	006780	POMP'S TIRE SERVICE, INC			
			0411034639		TIRES	
				VTP-020059	01-17-205-73560	1,819.64
			411052478		TIRES - FIRE DEPARTMENT INS46	244.08
			411065807		TIRE FOR PD	
				VTP-020396	01-17-205-73560	1,819.64
			411065810		TIRES FOR PD	
				VTP-020395	01-17-205-73560	610.00
			411065812		ENFORCER POLICE TIRES - POLIC	
					01-17-205-72540	157.02
			690129928		TIRES - TOWER 48 LRO	
					01-19-000-72570	377.92
					Total :	5,028.30
204641	11/3/2023	006507	POSTMASTER, U. S. POST OFFICE			
			103123		PERMIT #6 NOVEMBER '23 WATER	
					60-00-000-72110	2,349.03
					64-00-000-72110	1,006.73
			110223-PW		PERMIT 34- REPLENISH WATER/SE	
					60-00-000-72110	302.87
					64-00-000-72110	129.80
					Total :	3,788.43
204642	11/3/2023	020264	PRO EM NATIONAL EVENT SERVICES			
			135311-3		BALANCE FOR TENT SYSTEM FOF	
				VTP-020361	01-35-000-72954	18,863.94
					Total :	18,863.94
204643	11/3/2023	006361	RAY O' HERRON CO INC			
			2303368		BODY ARMOR	
					01-17-220-74618	1,091.99
			2304157		AMMUNITION	
				VTP-020214	01-17-220-73760	552.50
					Total :	1,644.49
204644	11/3/2023	012095	RECORD A HIT INC			
			232360		CHARACTERS FOR THE HOLIDAY I	
				VTP-020294	01-35-000-72954	495.00
					Total :	495.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204645	11/3/2023	014110 RIVERA, JOSE	110223.8	VTP-020349	BAND FOR HOLIDAY MARKET 01-35-000-72954	1,200.00
					Total :	1,200.00
204646	11/3/2023	021214 RUDY, CHIMIKA	Ref001442703		UB Refund Cst #00518444 60-00-000-20599	75.00
					Total :	75.00
204647	11/3/2023	007453 SERVICE SANITATION, INC.	8694285		PORTA-POTTIES FOR BOO BASH 01-35-000-72923	504.00
					Total :	504.00
204648	11/3/2023	017891 STAMBAUGH, KYLE	110323		REIM: LUNCH - 1 DAY OPEN SOUR 01-17-220-72140	15.00
					Total :	15.00
204649	11/3/2023	012238 STAPLES BUSINESS ADVANTAGE	3550042720		QUICK STOR LETTER/LEGAL SIZE, 01-14-000-73110	89.76
			3550042721		TR JUMBO PENCIL CUP MESH BLA 01-17-205-73110	132.35
			3550537233		PAD LGL RL PERF LTR, PIOLT G2 R 01-17-205-73110	60.40
			3550537235		LETTER BOX GREEN NO LID 01-17-205-73110	34.59
					Total :	317.10
204650	11/3/2023	015452 STEINER ELECTRIC COMPANY	S007451623.001		PHIL F32T8 FLUORESCENT TUBES 01-26-025-72520	94.50
			S007451944.001		EXTRA PULSE BULBS FOR LIGHT (C 01-26-025-73570	280.56
			S007451949.001		HALLOWEEN LIGHTING 01-26-024-73570	280.56
			S007453049.001		MECHANICS NEEDED FOR STREE 01-26-023-72540	72.55
					Total :	728.17
204651	11/3/2023	011162 STOINER, JASON	083023		REIM: LUNCHES FOR 3 DAY WOR	

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204651	11/3/2023	011162 STAINER, JASON	(Continued)		01-17-220-72140	45.00
					Total :	45.00
204652	11/3/2023	014793 STS TOWING	09881		TOWING - STREET UNIT #50 01-26-023-72540	85.00
					Total :	85.00
204653	11/3/2023	007205 SUBURBAN LABORATORIES INC.	219541		DISINFECTANT BY PRODUCTS 60-00-000-72865 64-00-000-72865	731.50 313.50
					Total :	1,045.00
204654	11/3/2023	010139 SULLIVAN, KEITH	101623		REIM: LUNCH & MILEAGE 4 DAY TI 01-17-205-72140	107.16
			102523		REIM: LUNCH DURING FBI CHICA 01-17-205-72140	15.00
					Total :	122.16
204655	11/3/2023	020648 THE SCOOP	103023		PAYMENT FOR MEAL VOUCHERS E 01-35-000-72923	41.50
					Total :	41.50
204656	11/3/2023	015846 TINLEY PARK COMMUNITY BAND	110223.11		HOLIDAY MARKET PERFORMANCE 01-35-000-72954	250.00
					Total :	250.00
204657	11/3/2023	013083 TINLEY PARK HIGH SCHOOL BAND	110223.3		HOLIDAY MARKET PERFORMANCE 01-35-000-72954	100.00
					Total :	100.00
204658	11/3/2023	019700 T-MOBILE USA INC	983207796		ACCT#983207796 MOBILE LINES M 01-11-000-72127 01-12-000-72127 01-13-000-72127 01-15-000-72127 01-16-000-74128 01-16-000-72127	292.84 651.82 1,228.07 434.56 999.58 1,125.75

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204658	11/3/2023	019700 T-MOBILE USA INC	(Continued)		01-19-000-72127	851.20
					01-21-000-72127	217.28
					01-26-024-72127	217.76
					Total :	6,018.86
204659	11/3/2023	013203 TRIA ARCHITECTURE, INC.	4785		HARMONY SQUARE INFRASTRUC1	
				VTP-020353	30-00-000-75905	56,595.00
					Total :	56,595.00
204660	11/3/2023	008011 URBANSKI, JOHN	102423		REIM: DINNER DURING IPWMAN C	
					01-26-023-72220	31.00
					64-00-000-72220	9.30
					60-00-000-72220	18.23
					63-00-000-72220	3.47
					Total :	62.00
204661	11/3/2023	011416 VERIZON WIRELESS	9947488647		ACCT#442345192-00001 WATER RE	
					60-00-000-72127	17.86
					63-00-000-72127	17.86
					64-00-000-72127	15.32
					Total :	51.04
204662	11/3/2023	002529 VICTOR J. ANDREW HIGH SCHOOL	110223.5		ANDREW HOLIDAY MARKET PERF	
					01-35-000-72954	100.00
					Total :	100.00
204663	11/3/2023	008281 WILL COUNTY RECORDER OF DEEDS	40731602		RECORDER FEE, IL RENTAL HOUS	
					01-14-000-72355	125.00
					Total :	125.00
204664	11/3/2023	020888 WILLIAMS, PATRICK	110223.6		HOLIDAY MARKET PERFORMANCE	
					01-35-000-72954	250.00
					Total :	250.00
204665	11/3/2023	008238 WINSTON'S MARKET	1485		SENIOR OKTOBERFEST LUNCHEO	
					01-41-056-72954	1,750.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204665	11/3/2023	008238	008238 WINSTON'S MARKET		(Continued)	Total : 1,750.00
97 Vouchers for bank code : apbank						Bank total : 954,143.41

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4724	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	173.87 33.12 88.70 Total : 295.69
4725	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 220811W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	348.03 Total : 348.03
4726	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-PRIORITY CARE SOLUTION 60-00-000-72542 63-00-000-72542 64-00-000-72542	47.99 9.14 24.49 Total : 81.62
4727	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 201119W024		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	945.50 Total : 945.50
4728	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 220811W019-1		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	107.50 Total : 107.50
4729	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,221.66 Total : 1,221.66
4730	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	215.00 Total : 215.00
4731	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	236.50 Total : 236.50
4732	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	129.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4732	10/31/2023	018837	018837 INSURANCE PROGRAM MANAGER\$ (Continued)			Total : 129.00
4733	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 200505W003		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,600.00 Total : 1,600.00
4734	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,892.00 Total : 1,892.00
4735	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542	72.91 13.89 37.20 Total : 124.00
4736	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,813.50 Total : 1,813.50
4737	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	3,244.00 Total : 3,244.00
4738	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	124.00 Total : 124.00
4739	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,339.27 Total : 1,339.27
4740	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-3		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35 Total : 1,634.50

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4741	10/31/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-WOODLAKE MEDICAL 01-14-000-72542	992.50
Total :						992.50
18 Vouchers for bank code : ipmq						Bank total : 16,344.27
116 Vouchers in this report						Total vouchers : 970,906.68

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



PLAN COMMISSION STAFF REPORT

October 19, 2023 – Public Hearing

Petitioner

Iftekhar Syed of Tinley Park Properties LLC

Property Location

7130 171st Street

PIN

28-30-112-004-0000

Zoning

B-3 (General Business & Commercial)

Approvals Sought

Special Use Permit
Variation
Plat Approvals
Site Plan Approval

Splish Splash Car Wash

7130 171st Street



EXECUTIVE SUMMARY

The Petitioner, Iftekhar Syed of Tinley Park Properties LLC is requesting Site Plan/Architectural Approval, a Special Use Permit for a car wash, a Variation, and Plat approvals for the proposed Splish Splash Car Wash at 7130 171st Street (former Montego Bay manual car wash). The granting of these requests will allow for an automated car wash use, along with architectural and site improvements.

The owner proposes to convert the existing nonconforming manual car wash with individual bays to a single automated tunnel with a new drive path. Site work includes removing and replacing the existing pavement, adjusting site access to one curb cut, installation of new drive aisles, parking, and vacuum parking spaces, as well as landscaping and lighting. Architectural changes include building additions to the south and west, façade and roofing updates, adjusting building entries (vehicular and pedestrian), as well as providing canopied pay stations. Landscape waivers are requested.

Per Zoning Ordinance Section 6.E, a nonconforming use (car wash in the B-3 zoning district) may be converted to a Special Use.

The Variation request will be to increase the maximum curb cut width from 30 feet permitted by code to a maximum of 41.3 feet.

Plat approvals are proposed for dedication to right-of-way (southern frontage along 171st Street), and for a future cross access easement.

Changes from the October 5, 2023 Plan Commission workshop are indicated in **Red**.

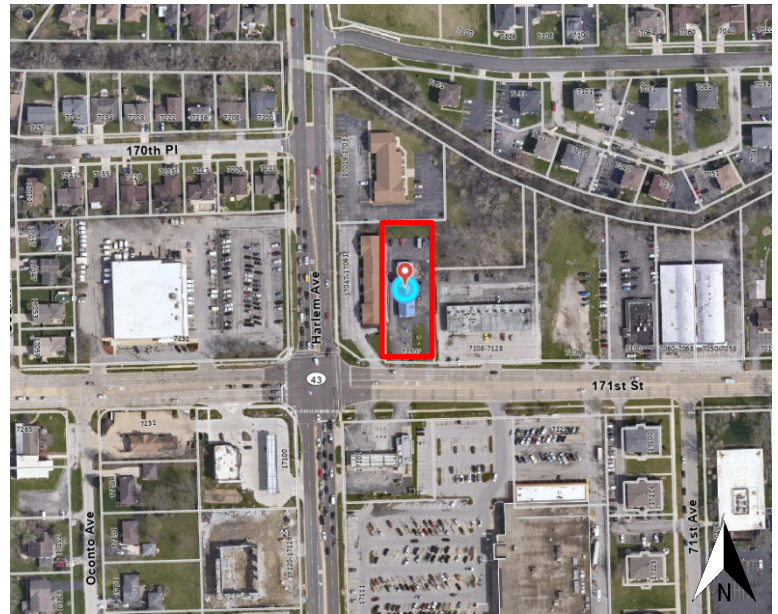
Project Planner

Lori Kosmatka, AICP
Associate Planner

EXISTING SITE & HISTORY

The subject property is the former Montego Bay car wash, located on the north side of 171st street, one property east of the intersection with Harlem Avenue. There are two curb cuts to the property along 171st Street. The property is approximately 30,000 sq. ft. 100 feet wide. It was annexed into the Village in 1964. The business recently ceased operations, and is currently vacant. The Petitioner purchased the property last year.

The property has an existing 1 1/2 story masonry building, containing six self-service manual car wash bays accessed on the east/west sides of the building. There are three vacuum stalls on site and a nonconforming pole sign along the 171st Street frontage.



Location Map

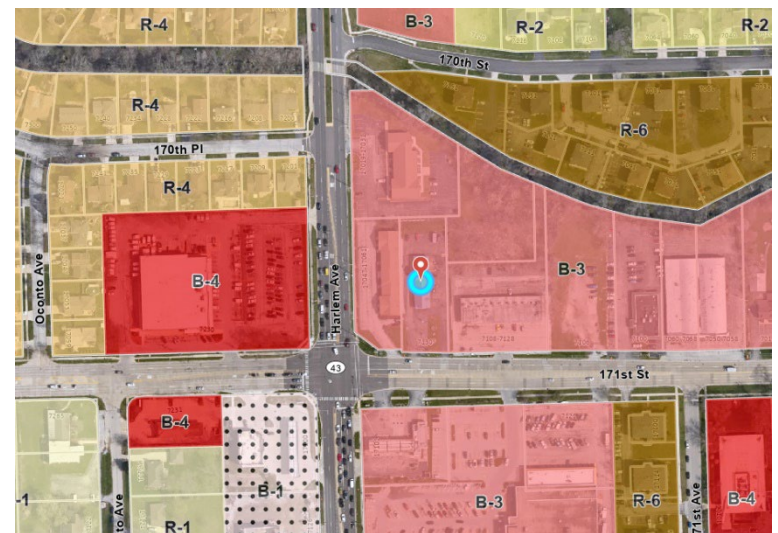


Existing Building

ZONING & NEARBY LAND USES

The property is located in the **B-3 (General Business & Commercial) Zoning District**. The Zoning Ordinance states the B-3 zoning district “is designed to accommodate a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists. This district is intended to include those uses which would not be compatible in a neighborhood or community-type shopping center”.

Automobile Car Washes, not attached to a service station, are prohibited except for by-right allowances in the B-5 Automotive Service Business zoning district and the MU-1 (Mixed Use Duvan Drive) overlay district. The existing car wash use on the subject property thus is nonconforming.



Zoning Map

The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business & Commercial District	South Suburban Hearing Health Center
East (northerly)	B-3 General Business & Commercial District	(vacant)
East (southerly)	B-3 General Business & Commercial District	Currency Exchange, Dragon Palace restaurant
South	B-3 General Business & Commercial District	Shell gas station
West	B-3 General Business & Commercial District	Tinley Park Dental Care, Peter Francis Geraci Law LLC

PROPOSED USE

The Petitioner proposes to convert the existing nonconforming car wash with manual bays to a single automated tunnel with a new drive path. Vacuum stalls will also be available for use. Two employees and a manager will be on-site. Employee #1 will check incoming traffic and monitor the flow into the facility and car wash. Employee #2 will guide the traffic flow through the tunnel. Both employees also help customers with the pay station. The manager will oversee the facility operations and manage the employees on site. The proposed building will be two stories. The ground floor consists of the tunnel, mechanical/electrical rooms, utility sink, and stairs. The second floor will have a 441 sq. ft. accessible storage room with the water heater and furnace, and the remainder of that floor is existing attic not for storage.

The Petitioner’s narrative indicates they have relevant experience of over 30 years in gasoline and car wash retail operations. The narrative lists some of the car washes which the Petitioner has operated: 1100 Corliss Avenue, Chicago (operator), 7455 West Archer Summit II (operator, new construction), and 11900 South Marshfield Ave Calumet Park (operator, renovation, expansion).

SPECIAL USE & VARIATION APPROVALS NEEDED

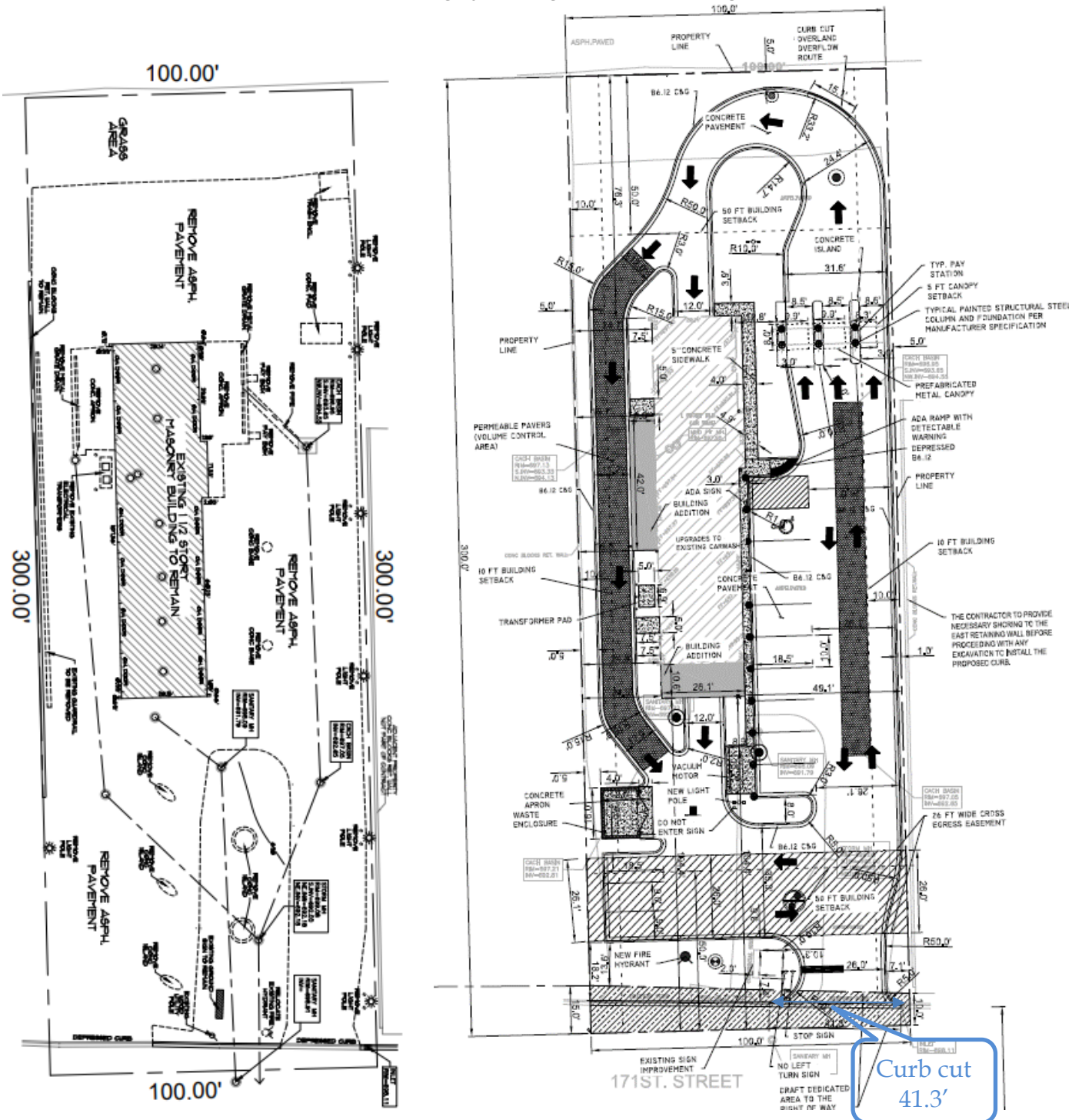
A Special Use approval is required for the proposal, along with Site Plan and Architectural Review. Section 6.E. of the Zoning Code states any nonconforming use may be converted to a permitted Special Use by the granting of a Special Use Permit. The code further states the conversion may only occur when it is shown that the nonconforming use is providing a particular service to the residents of Tinley Park and that the use is not detrimental to the Village as a whole or to adjacent properties.

Additionally, a Variation approval is required. Section III.H.2. of the Zoning Code (Permitted Encroachments in Required Yards, Commercial Zoning Districts, Driveways) states driveways shall be no greater than thirty (30) foot in the apron at its intersection with the Village Right of Way. Village Engineering has reviewed the proposed Variation request of 41.3 feet width at the apron (see *blue on in the Civil Site Plan Figure*), and is supportive of the design which will facilitate fire truck access, including maneuvers from the east. The KLOA traffic study contains an autoturn exhibit depicting a fire truck maneuvering from the east. Though the Petitioner’s original narrative does not reference the Variation, but their latest submittal states they “revised the curb cut but we still did not comply fully with the ordinance and we need a variance”.

SITE PLAN

The subject property's redevelopment includes removal of existing elements including asphalt & concrete (surface, pads, islands, bases, etc.), light poles, transformers, grate drains, payboxes, trash enclosure, and guardrail. The fire hydrant and gas meter will be relocated.

Building modifications and site improvements are proposed to convert the site to an automated car wash. Two additions are proposed to the south and east parts of the existing building to accommodate the length of the automated tunnel and associated mechanicals (see gray shading in Civil Site Plan Figure).



As-Built Demolition Arch. Site Plan (left) & Civil Site Plan (right)

Access/Circulation

Access to the site is proposed as one curb cut on 171st Street. The curb cut will serve as the access drive with one inbound lane and one outbound lane. Vehicles will enter the site going north. They may either use the adjacent row of vacuum stalls on the left (along the east edge of the building), or else continue straight to the pay stations. Three pay stations are proposed separated by concrete curb islands. The drive aisle is two-way, 26 ft. wide to allow vehicles to travel southbound to exit the site after using the vacuum stalls. Vehicles follow the rounded path and proceed south by either entering the automated tunnel or using the bypass lane if needed, which then merges at the end of the tunnel. A Do Not Enter sign oriented is proposed at that tunnel/bypass exit area to deter any vehicles from heading north. The trash enclosure is also located in that area. South of the trash enclosure & tunnel & bypass exits is a short two-way aisle to serve as a future cross access easement, currently shown with three parking spaces to the west. Leaving the site at the south end, a Stop Sign and a No Left Turn sign are proposed at the curb cut per requirement by Village Engineering. Throughout the site, directional arrows on the pavement are indicated on both the Architectural and Civil Site Plans.

The Petitioner has provided an autoturn analysis of a fire truck and an "SU-30" truck vehicle (to meet the required size for a garbage truck). Fire Department has confirmed that access around the entire building is not required as long as the building is fully sprinklered and with a fire alarm system installed.

A single curb cut is proposed approximately 240 feet east of Harlem Avenue. The proposed curb cut width is 41.3 feet wide at the apron including flares at the south end of the site (see *blue on in the Civil Site Plan Figure*). This will require Variation approval. Section III.H.2. of the Zoning Code driveways shall be no greater than thirty (30) foot in the apron at its intersection with the Village Right of Way. Village Engineering has reviewed the proposal and is supportive of the request to facilitate fire truck access into the development, including maneuvers from the east. The civil site plan notes the neck (narrowest point) of the site's drive access as **26 ft.** No dimension is shown for the drive access's curb cut along the northern boundary of the area proposed for dedication to right-of-way, but since that location does not include the full flares, it is smaller than the 41.3' requested Variation (with the full flares, located within the proposed area for dedication).

Other Site Improvements

Per the Civil Site Plan, the site will also have Unilock permeable pavers to help with volume control, within the east drive aisle as well as the west bypass lane. A recommended condition states that the selection of the permeable pavers within the east drive aisle and the west bypass lane will be subject to Village staff review and approval in the permitting process.

Exterior mechanical equipment is shown. Ten vacuum hoses will be at the stalls with three trash receptacles. The vacuum motor will be in front of the building near the exit of the tunnel. The transformer will be on a concrete pad between the building and bypass lane, with gas & electrical meters nearby. Three bollards will protect the transformer.



VACUUM SYSTEM EXAMPLE TO MATCH FOR REFERENCE PURPOSES ONLY

Open Item #1: Discuss access and circulation around the site.

PLATS

Cross access and dedication to the Village will be provided for the site. The Village has required these associated plats be provided for review and approval within this zoning entitlement process.

The plans identify these (see *diagonal hatching in the Civil Site Plan Figure above*) as:

- 26 ft. wide cross egress easement
- Dedicated area to the right-of-way

Plat of Cross-Access Easement

The properties to the east and west have drive aisles with opportunity to connect. Village staff has suggested the cross-access to help achieve this connection. Per Section III.H.2. of the Zoning Code, driveways may be shared between adjoining properties with an approved site plan and cross-access easement recorded. The Petitioner provided a proposed Plat of Cross-Access Easement.

Plat of Dedication for Public Street to Village

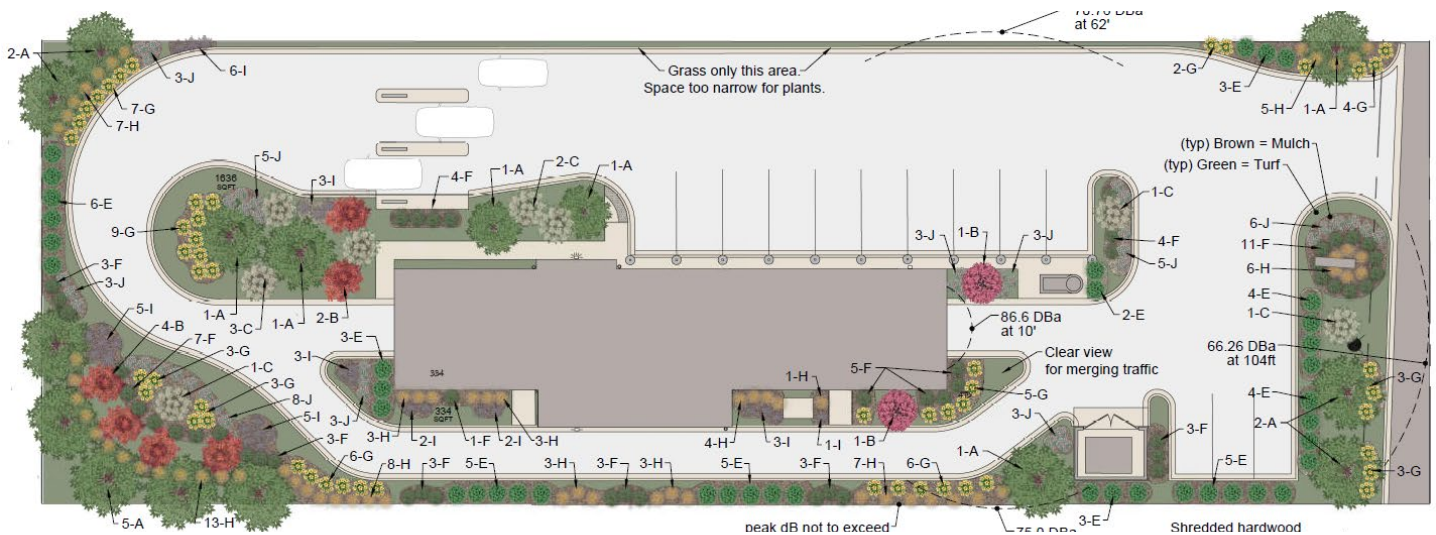
The plat of survey shows part of the 171st Street roadway exists in the southern portion of the lot, with a set area (shown as 100 ft. on the south edge, 15 ft. on the west edge, and 10 ft. on the east edge) as an exception previously recorded with Cook County. The Petitioner noted the dimensions align with the adjacent properties to the west and east. The Petitioner provided this exception document “Plat of Dedication for Public Street To the Village of Tinley Park”, dating from 1989. 171st Street is a municipal Village roadway, and the Village does not have record of this dedication. This Plat of Dedication is proposed for approval to provide a Village record via Resolution document. Village Engineering has not yet had an opportunity to review this plat, and will be reviewed in the permitting process.

A recommended condition states Special Use approval is subject to the approval of the Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board and recording of the Plat of Cross-Access Easement with the County Recorder of Deeds prior to issuance of any permits.

Open Item #2: Provide Plat of Cross-Access Easement and Plat of Dedication.

LANDSCAPING

The proposal is landscaped to a great extent within the proposed layout constraints of the site, and largely meets code with some waivers requested, as identified by Staff’s calculations. Staff is supportive of the requested waivers. The Petitioner has worked with Staff on improving the landscaping from previous review submittals. The Petitioner has stated they plan to increase the size of certain trees to a four inch caliper to help reduce the impact of the waiver requests, however the landscape plan does not identify the caliper. A recommended condition may state that all the canopy trees will require four inch caliper at installation.



Proposed Landscape Plan

Bufferyards – Waivers

Bufferyards are classified based on the adjacent land use type per the Landscape Code, where the north, west, and east southerly (177') sides are each class “B”, and the south and east northerly (118') are each class “C”. Bufferyard waivers notably include deficiencies in minimum widths on the east, as well as some canopy tree deficiencies.

Firstly, code requires widths of the east northerly (class "C") be at least ten feet, and the east southerly (class "B") be at least five feet. Though there are substantial widths at the corners of the east side, the majority of the east length of the site is only one foot wide. The Petitioner has noted there is only grass in this area as it is too narrow for plants to assure survival.

Secondly, regarding bufferyard planting counts: canopy tree deficiencies are 1 (north), 5 (east northerly), 7 (east southerly), and 7 (west), while south meets code. The calculations assume the two large trees in the south bufferyard toward the west are canopy trees (labeled as "2-1"). The Petitioner noted that root systems do not have enough room for canopy trees along the west property line. The only understory tree deficiency is 3 (east northerly), while the other bufferyards meet or exceed code. The understory surpluses are 4 (north), 8 (south), and 14 (west). Shrub deficiencies are 15 (north), 11 (east northerly), 34 (east southerly), and 20 (west), while south exceeds code by four.

Parkway - Waiver

Code requires 1 tree per 25 lineal feet (excluding drive aisle), thus requiring three trees. The Petitioner is already providing three south bufferyard trees in this area along 171st Street. Due to the narrow parkway and existing utility lines and ground sign, there is not space available to locate additional trees for the Parkway requirement.

Parking Lot - Waiver

Code requires at least 15% of the parking lot to be landscaped. The Village Landscape Architect calculated the parking lot area as 14,552 sq. ft. thus requiring 2,183 sq. ft. to be landscaped. At least 1,395 sq. ft. is provided.

Screening - Waivers

Code requires screening for parking lots and exterior mechanical equipment. Continuous screening of adjacent properties and streets is required for parking lots. Notably, the south/front side of the three parking spaces and row of vacuum stalls have screening from 171st Street, as well as screening on the west side of the three parking spaces to the neighboring property, however there is no screening on the east side of the site. The vacuum motor and transformer are both screened.

Foundational, Interior Lot, Parking Lot Islands

Foundational plantings, interior lot landscaping, and parking lot island meet/exceed code. Code requires at least 70% of landscape coverage on the building foundation facing the public right-of-way at 10' minimum width, and plans indicate more than 70% coverage. Code requires at least one tree per 10,000 sq. ft. of lot area, thus three trees are required for the 30,000 sq. ft. lot. The Petitioner agreed to provide four canopy trees in the large island on the northeast corner of the building. The plan image indicates four canopy trees plus seven understory trees. The parking lot island requires at least 1 tree and 1 shrub per 200 sq. ft. of island area. One understory tree and four shrubs are provided along the stall depth.

Ground Sign Plantings

Ground sign plantings exceed code. Zoning Code requires at least two sq. ft. per one sq. ft. of sign face area, but in no case shall the total landscaping area be less than 20 sq. ft. and need not be greater than 200 sq. ft. The table in the landscape plan identifies 275 sq. ft. of ground sign landscaping.

~~Open Item #3: Discuss landscape waiver requests, including 4" caliper condition for canopy trees and lack of bufferyard to the east.~~

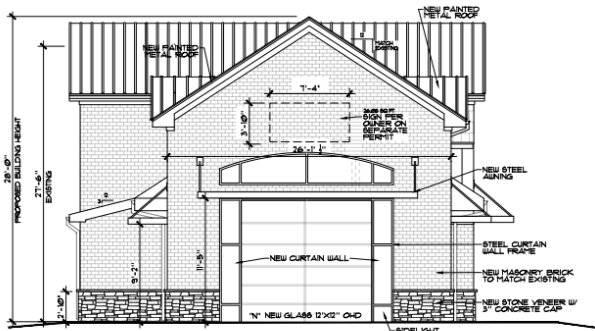
ARCHITECTURE

The existing building will remain and be modified to accommodate the tunnel and mechanicals. The existing doors and frames (bays) will be removed, and closed off with windows, while the double wythe masonry façade will remain. The existing roof will be removed and replaced with new architectural shingles. To allow for connection to

proposed additions, part of the roof toward the north will be replaced with a pitch to match the rest of the building, and the existing south end dormer will be removed.

The building will have two additions, with a proposed building footprint of 3,442 sq. ft. and two stories. The height will minimally increase from existing 27'-6" to 28'-6" (per the Bulk Regulations table in the architectural site plan). This complies with the Zoning Code's maximum allowances of 35 ft. height and 3 stories. The west addition (for mechanicals) will be a projection 8' in depth by 42' wide, and the south addition (for tunnel) will extend out 10'-6" in depth by 26'-1" (the general building width). A portion of the west addition will be single story with a new shed roof.

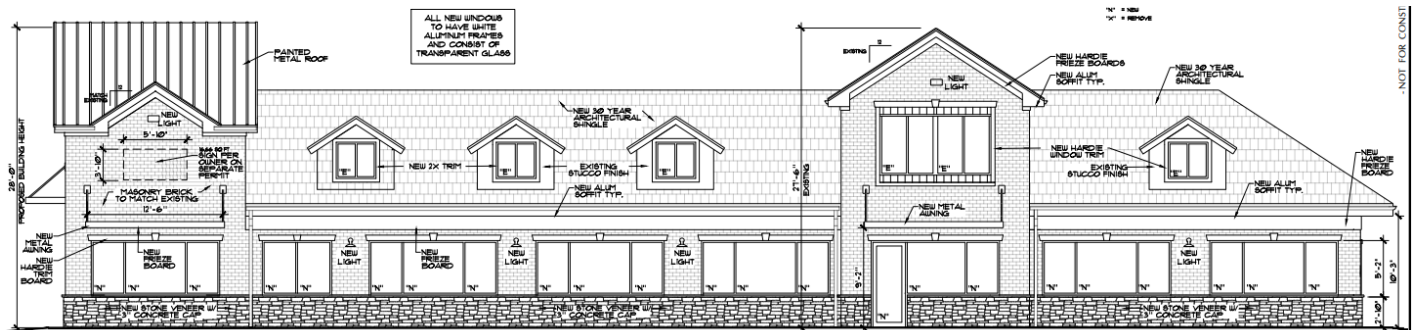
Other building improvements are shown. The building will have two overhead doors (north & south) as well as four man doors (1 north, 1 east, 2 west). Four new awnings are proposed 9'-2" high: one over the south exit of the tunnel (building frontage to 171st Street), two at the adjacent west and east southern building corners, and one further north over the east man door.



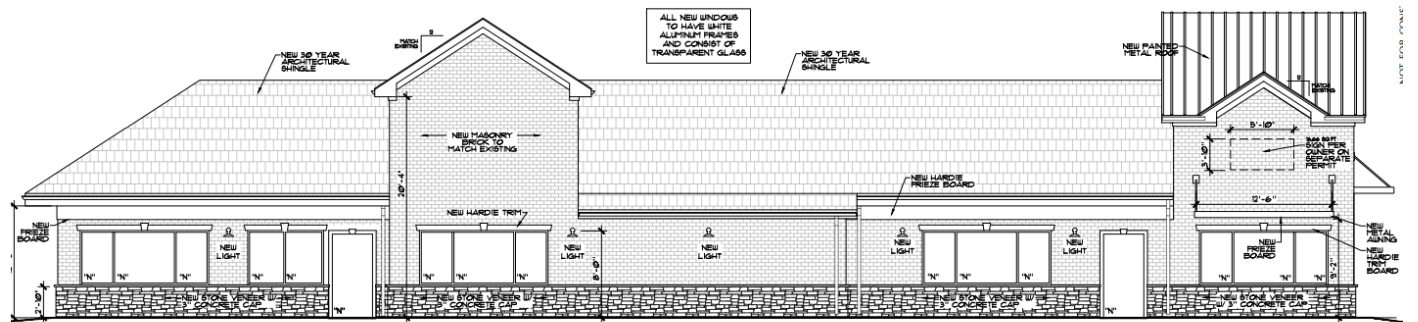
PROPOSED SOUTH (FRONT) ELEVATION



PROPOSED NORTH (REAR) ELEVATION



PROPOSED EAST (RIGHT SIDE) ELEVATION



PROPOSED WEST (LEFT SIDE) ELEVATION

Previously at the Workshop, one large pay station canopy was proposed without detail. Now, three individual curved canopies are proposed over each of the three new pay stations, with the Petitioner stating the easternmost canopy adjusted to fit the minimum code required five foot setback. A specification detail sheet has been provided, along with the previously submitted image in the architectural drawings, noted as "example to match for reference purposes only" (see Figure in Signage section). The civil site plan notes shows the easternmost canopy will be five feet from the east property line, which meets Zoning Code.



Materials/Details:

There will be new masonry brick on the new construction, stating it will match the existing brick (which appears off-white). The Petitioner states the existing brick, originally off-white, was previously painted over in another shade of white. Their intention is to strip the paint and then source a matching off-white brick. They identified two thin brick veneer options for the new brick to match. One option is identified as “white wash”, and the other as a plain off-white (“seashell”). Face brick minimums required by code cannot be painted. They are awaiting the arrival of the physical samples. The outcome of the existing brick’s color will depend on the result of the paint stripping, and may affect final selection of new brick. A recommended condition states final colors and materials shall be subject to review and approval by Village staff at permitting to ensure uniformity. All new and existing brick must match.



Proposed New Brick Options – “White Wash” & “Seashell”

Existing stucco will remain on the dormers. The windows will have white aluminum frames and transparent glass. The awnings will be red metal. The roofing will have a combination of architectural 30 year shingles (dark gray) and metal (burnt red or burgundy color). Other façade details include sconce lights, downspouts, aluminum soffits, Hardie trim boards and Hardie frieze boards (“Woodstock brown”). The Petitioner stated the pay station canopies will complement the roof material.



Materials/Colors per proposed Front

Material percentages, excluding glazing, are largely brick and stone, including 88.4% (east), 96.2% (south), 100% (west), and 98.4% (north). There is 2’-10” of new stone veneer with a 3” concrete cap at the base of the building. This complies with the Village’s masonry code requirements, Section V.C.7.F.2. where structures greater than 3,000 sq. ft. and less than 40,000 sq. ft. have at least 75% of each façade with face brick and optionally 25% of that area be decorative stone.

Material Ratios						
	Stone Veneer	Brick Proposed	Brick Existing	Total Brick & Stone	Paint/Stucco	Total (sqft)
North	70	350	0	420	7	427
	16.39%	81.97%	0.00%	98.36%	1.64%	
East	330	217	561	1108	145	1253
	26.34%	17.32%	44.77%	88.43%	11.57%	
South	54.5	500	0	554.5	22	576.5
	9.45%	86.73%	0.00%	96.18%	3.82%	
West	330	217	815	1362	0	1362
	24.23%	15.93%	59.84%	100.00%	0.00%	

Material Ratios Table per Architectural sheet A7

~~Open Item #4: Discuss architectural design and materials and colors, including red metal and how new brick will match.~~

SIGNAGE

The petitioner has provided conceptual exterior signage. Signage will require a separate sign permit.

Wall Signs: Three Wall signs are proposed with dimensioned conceptual bounding boxes (spaces) on the building’s elevation line drawings. Sign Code requires a maximum one sq. ft. per one lineal foot of building frontage not to exceed 120 sq. ft. Staff has discussed the Village’s Sign Code requirements with the Petitioner. The Petitioner plans to meet code.

Freestanding/Ground/Monument Sign: The petitioner currently proposes for the existing “pole” sign to remain, but with new design and color which was not provided. The existing “pole” sign does not comply with code, but may remain and be requested to reface, as long as no structural changes are proposed. If the Petitioner wishes to propose structural changes or a new ground sign, it will either need to comply to code or else a Variation will be required. One code provision requires ground signs be at least ten feet from property lines and at least two feet from drive aisles, parking stalls or sidewalks. At the Workshop, it was noted this nonconforming ground sign can be refaced and maintained. The



Existing "Pole" Sign

Commission was amenable to allowing the nonconforming sign to remain.

Pay Station Area Signage: No specific proposed signage details were provided. A photograph of another pay station canopy area was provided, but is noted as *“example to match for reference purposes only”*. All signage will need to conform to Sign Code or else a Variation will be required. The “Pay here” sign would not be permitted as it would be considered a Roof Sign due to its location on top of the canopy (accessory structure). Menu board(s) and clearance bar(s) are considered Signs Accessory to Drive-Thru Uses per Sec. IX.3.L.3. The “Open/Closed” signage is considered “Directional Signs On a Wall” per Sec. IX.L.2.c. The image presented does not provide dimensions to identify if they are code compliant. The Civil Site Plan states “the canopy signs and details are part of the canopy package and will be provided to the Village for review and approval.”



A condition is recommended to state that proposed signage (including but not limited to Wall Signs on building and canopy) are not approved with the zoning entitlement, and will require code compliance or future Variation request and approval. The existing nonconforming “pole” ground sign may be maintained and refaced per Sign Code provisions.

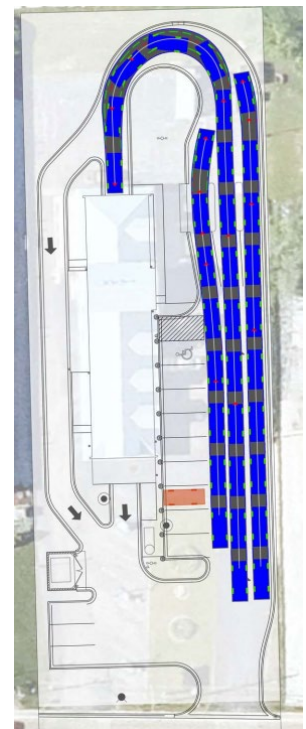
PARKING

The proposed site plan provides twelve total parking spaces (however listed as 13 on the architectural site plan’s Parking Calculations table). There will be nine vacuum stalls, eight of which are standard, and one as an accessible stall plus an access aisle. Three stalls are also currently proposed at the southwest area of the site. The Petitioner identified that two employees plus a manager will be on-site. Zoning Code requires one space for each employee (per the related use of an Automobile Service Station).

A condition is recommended to state if the three southwest parking stalls are removed to utilize the cross-access easement in the future, then the three southern stalls in the main row shall be for the three employees. The Petitioner has stated they are in agreement. The Civil Site Plan states “the parking stalls located within the cross easement access will be relocated in the future to the east parking stalls designated for vacuums when the access is open”. The plat of easement will provide this future cross-access to the adjacent sites.

Stacking & Traffic

The KLOA traffic study identifies a total of approximately 19 vehicles to stack without blocking the vacuum stalls. Approximately nine of the 19 vehicles will queue before the pay stations without blocking the vacuum stalls, and ten vehicles queue between the pay stations and the tunnel. The KLOA stacking exhibit (see Figure) shows these queues as well as maximum stacking of an additional 14 vehicles if blocking the vacuum stalls. The study’s recommendations included wayfinding/directional signage and a Do Not Enter sign at the tunnel exit. At peak demand, the study recommends providing staff at the pay stations and exit of the car wash, increasing the stacking to 33 vehicles limiting vacuum access, and increasing service rate of the tunnel. No roadway or traffic signal modifications were recommended. The traffic study noted the access drive will be adequate to accommodate traffic estimated to be generated by the proposed car wash.



Traffic Study Stacking

At the Workshop, the Commission asked how long it takes for a vehicle to pass through the

carwash. The Petitioner responded that it takes about a minute, and that the speed of the carwash can be accelerated during busy times. The Commission did not express concern for the queuing of the carwash.

Open Item #5: Discuss stacking capacity.

LIGHTING

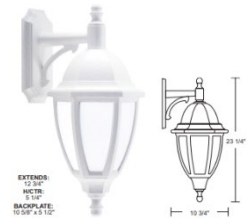
The Petitioner proposes three types external lights. The proposal meets the Zoning Code's maximum 2.0 foot candles (horizontal) requirement at the property line. The Petitioner has stated all light fixtures (building and parking area) will have no uplight (rating U0) with no light above a 90 degree plane. At the Workshop, the Commission expressed concern for two wallpack fixtures proposed as the "Type B" lighting. A Commissioner noted wallpacks can cast glare onto roadways at night. The Commission wanted to see the wallpack fixtures removed. Zoning Code Section V.3.1. states "floodlighting and wallpack lighting fixtures are discouraged, and if used, shall be rated U0. . . with no light above a 90 degree plane to prevent disability glare for drivers or pedestrians and light trespass beyond the property line".

The currently proposed lighting fixtures are noted below and meet Zoning Code glare requirements:

- Type "A": Two light poles with two fixtures each are proposed; one south of the building near the vacuum motor, and the other north of the building. The mounting height will be 25 feet.
- Type "B": Two lights similar in appearance to Type "A" are proposed on the upper portion of the east side of the building. The northerly one is proposed as mounted 22' high, and the southerly is proposed as 20' high.
- Type "C": Nine architectural lantern wall sconces are proposed; four on the east, and five on the west. They will be mounted 8' high. Finish color is not selected.
- Pay Station Canopy Lights: The Petitioner additionally stated they may include downward-facing lights beneath the canopies if necessary, and if implemented, it will adhere to all zoning requirements and specified in the photometric plan at time of permitting.



Types A&B Proposed light



Type C Proposed light

Open Item #6: Discuss proposed lighting fixtures including wallpacks.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided draft Findings in the Staff Report for the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *There is no danger to the public with the proposed conversion of an existing manual car wash to an automated tunnel car wash. The proposal will not be detrimental to the Village, its residents, and its visitors.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal does not affect neighboring property enjoyment or impair property values. Neighboring properties are within a commercially developed business district.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposal will not negatively affect any future development or redevelopment of the neighboring properties. The proposed Special Use is consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The area is already developed with adequate utilities and drainage facilities; the development will be engineered and designed to support the proposed conversion to an automated tunnel car wash accordingly with one curb cut.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *Site circulation is designed to allow for safe circulation by trucks, employees, and the public with one curb cut. The driveway into the site, though proposed to be wider, provides adequate ingress and egress.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The proposal, with approval for the variation of curb cut width, will conform to all other Village code requirements.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The proposal will contribute positively to the economic growth and development of the community. The proposal will improve the currently vacant non-operational property, and will add more property value to the community.*

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff draft Findings of Fact are provided below for the Commission's review and approval.

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - *The property cannot yield a reasonable return if following the current regulations. Emergency vehicles including fire trucks must be able to access the site. Village Engineering has determined the entire proposed width of the driveway and curb cut is needed as currently proposed.*
- b. The plight of the owner is due to unique circumstances.
 - *The property has unique circumstances including spatial constraints and one frontage with one curb cut. This requires additional width for emergency vehicle circulation. Village Engineering is supportive of the request to facilitate fire truck access into the development, including maneuvers from the east.*
- c. The Variation, if granted, will not alter the essential character of the locality.
 - *The proposal will not alter the essential character of the locality. The surrounding development follows a commercial business development and the proposed curb cut width is compatible.. The curb cut, is appropriately situated, noted by the traffic study as distanced approximately 240 feet from Harlem Avenue.*
- d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

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

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.

- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. **Building/parking location:** Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. **Loading Areas:** Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. **Outdoor Storage:** Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. **Interior Circulation:** Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. **Pedestrian Access:** Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan. The Commission may choose to modify, add, or delete from the recommended motions and any recommended conditions.

Motion 1 (Special Use Permit):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Iftekhhar Syed of Tinley Park Properties LLC to permit an Automobile Car Wash at 7130 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the October 19th, 2023 Staff Report, subject to the following conditions:

1. *Approval is subject to final engineering plan review and approval.*
2. *Approval is subject to the approval of the Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board and recording of the Plat of Cross-Access Easement with the County Recorder of Deeds prior to issuance of a building permit.*
3. *Proposed signage (including but not limited to Wall Signs on building and canopy) are not approved with the zoning entitlement, and will require code compliance or future Variation request and approval. The existing nonconforming "pole" ground sign may be maintained and refaced per Sign Code provisions.*
4. *If the three southwest parking stalls are removed to utilize the cross-access easement in the future, then the three southern stalls in the main row shall be for the three employees.*

Motion 2 (Variation):

"...make a motion to recommend that the Village Board grant the Petitioner, Iftekhhar Syed of Tinley Park Properties LLC a variation from Section III.H.2. (Permitted Encroachments in Required Yards, Commercial Zoning District, Driveways) of the Zoning Ordinance to increase the property's maximum curb cut width from thirty feet (30') to forty-one and three-tenths feet (41.3'), in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the October 19th, 2023 Staff Report.

Motion 3 (Site Plan/Architecture):

"...make a motion to grant the Petitioner, Iftekhhar Syed of Tinley Park Properties LLC, Site Plan and Architectural Approval to permit building and site improvements to convert an existing nonconforming manual bay car wash to an automated tunnel car wash on the property located at 7130 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and subject to the following conditions:

1. *Site Plan Approval is subject to the approval of the Special Use Permit, Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board.*
2. *Site Plan Approval is subject to final engineering plan review and approval.*
3. *Final colors and materials shall be subject to review and approval by Village staff at permitting to ensure uniformity. All new and existing brick must match.*
4. *Selection of the permeable pavers within the east drive aisle and the west bypass lane will be subject to Village staff review and approval in the permitting process.*
5. *All canopy trees will require four inch caliper at installation.*

Motion 4 (Plat of Cross-Access Easement):

"...make a motion to recommend that the Village Board grant approval for the Petitioner, Iftekhhar Syed of Tinley Park Properties LLC, Plat of Cross-Access Easement for the property located at 7130 171st Street, dated October 10, 2023, subject to the condition that the Plat is subject to final review and approval by the Village Engineer and Village Attorney prior to recording."

Motion 5 (Plat of Dedication of Public Street to the Village):

"...make a motion to recommend that the Village Board grant approval for the Petitioner, Iftekhar Syed of Tinley Park Properties LLC, Plat of Dedication for Public Street To The Village for the property located at 7130 171st Street, dated May 16, 1989, subject to the condition that the Plat is subject to final review and approval by the Village Engineer and Village Attorney.

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application	Petitioner	2/7/2023
Narrative and Response to Standards	Petitioner	8/31/2023
ALTA Plat of Survey	MJE *	1/18/2023
Architectural and Landscaping Drawings	Damas *	9/13/2023, Update rec'd 10/4/2023
Photometric Plan (Sheet E1)	Damas *	9/13/2023, Update rec'd 10/11/2023
Light Fixture Manufacturer Cut Sheet - Type A & Type B (site light & upper wall sconce)	Lithonia	Rec'd 9/15/2023
Light Fixture Manufacturer Cut Sheet - Type C (architectural lantern wall sconce)	Wave	Rec'd 9/15/2023
Lighting Report	Dialux	Rec'd 10/12/2023
Curved Pay Station Canopies Manufacturer Cut Sheet (2023 Catalog)	TSS *	Rec'd 10/11/2023
Materials - Brick Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/11/2023
Materials - Stone Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/10/2023
Materials - Hardie (trim) Manufacturer Cut Sheet	James Hardie	Rec'd 10/10/2023
Civil Drawings Excluding outdated Civil Site Plan (Sheet C-2.0)	Damas *	8/31/2023
Civil Drawings Civil Site Plan	Damas *	8/31/2023 , Update rec'd 10/13/2023
Plat of Cross-Access Easement	MJE *	10/10/2023
Plat of Dedication for Public Street to the Village	CB *	5/16/1989
Traffic Study	KLOA *	9/15/2023

* MJE = Michael J. Emmert Surveys, Inc.

* Damas = Damas Consulting Group

*TSS = TSS Car Wash Experts

* CB = Cleto Bonanotte (surveyor)

* KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc.

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

ORDINANCE
NO.2023-O-062

**AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE CAR WASH
TO TINLEY PARK PROPERTIES LLC AT 7130 171ST STREET
(SPLISH SPLASH CAR WASH)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-062**AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE CAR WASH TO
TINLEY PARK PROPERTIES LLC AT 7130 171ST STREET
(SPLISH SPLASH CAR WASH)**

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

WHEREAS, a petition for the granting of a Special Use Permit for the conversion and operation of an Automobile Car Wash at 7130 171st Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Iftekhar Syed of Tinley Park Properties, LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on October 19, 2023, at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 6-0 and has filed its report and findings and recommendations that the proposed Special Use Permit be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

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

- a) That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *There is no danger to the public with the proposed conversion of an existing manual car wash to an automated tunnel car wash. The proposal will not be detrimental to the Village, its residents, and its visitors.*
- b) That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal does not affect neighboring property enjoyment or impair property values. Neighboring properties are within a commercially developed business district.*
- c) That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposal will not negatively affect any future development or redevelopment of the neighboring properties. The proposed Special Use is consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.*
- d) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The area is already developed with adequate utilities and drainage facilities; the development will be engineered and designed to support the proposed conversion to an automated tunnel car wash accordingly with one curb cut.*
- e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *Site circulation is designed to allow for safe circulation by trucks, employees, and the public with one curb cut. The driveway into the site, though proposed to be wider, provides adequate ingress and egress.*
- f) That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by

the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- *The proposal, with approval for the variation of curb cut width, will conform to all other Village code requirements.*
- f) The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The proposal will contribute positively to the economic growth and development of the community. The proposal will improve the currently vacant non-operational property, and will add more property value to the community.*

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

LEGAL DESCRIPTION: LOT 7 IN BLOCK 10 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BY DOCUMENT 89420336), AS PER PLAT OF SUBDIVISION RECORDED APRIL 25, 1929 AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-112-004-0000

COMMONLY KNOWN AS: 7130 171st Street, Tinley Park, Illinois

SECTION 4: That a Special Use Permit to allow for operation of an Automobile Car Wash at the Subject Property located in the B-3 (General Business & Commercial) Zoning District, is hereby granted to the Petitioner, Iftexhar Syed of Tinley Park Properties, LLC (dba Splish Splash Car Wash), in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**, subject to the following conditions:

1. Approval is subject to final engineering plan review and approval.
2. Approval is subject to the approval of the Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board and recording of the Plat of Cross-Access Easement with the County Recorder of Deeds prior to issuance of a building permit.
3. Proposed signage (including but not limited to Wall Signs on building and canopy) are not approved with the zoning entitlement and will require code compliance or future Variation request and approval. The existing nonconforming "pole" ground sign may be maintained and refaced per Sign Code provisions.

- 4. If the three southwest parking stalls are removed to utilize the cross-access easement in the future, then the three southern stalls in the main row shall be for the three employees.

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

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

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

PASSED THIS 7th day of November 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of November 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-062, “AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE CAR WASH TO TINLEY PARK PROPERTIES LLC AT 7130 171ST STREET (SPLISH SPLASH CAR WASH)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November 2023.

VILLAGE CLERK

Exhibit A

Per the October 19th, 2023 Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application	Petitioner	2/7/2023
	Narrative and Response to Standards	Petitioner	8/31/2023
	ALTA Plat of Survey	MJE *	1/18/2023
	Architectural and Landscaping Drawings	Damas *	9/13/2023, Update rec'd 10/4/2023
	Photometric Plan (Sheet E1)	Damas *	9/13/2023, Update rec'd 10/11/2023
	Light Fixture Manufacturer Cut Sheet – Type A & Type B (site light & upper wall sconce)	Lithonia	Rec'd 9/15/2023
	Light Fixture Manufacturer Cut Sheet – Type C (architectural lantern wall sconce)	Wave	Rec'd 9/15/2023
	Lighting Report	<u>Dialux</u>	Rec'd 10/12/2023
	Curved Pay Station Canopies Manufacturer Cut Sheet (2023 Catalog)	TSS *	Rec'd 10/11/2023
	Materials – Brick Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/11/2023
	Materials – Stone Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/10/2023
	Materials – Hardie (trim) Manufacturer Cut Sheet	James Hardie	Rec'd 10/10/2023
	Civil Drawings Excluding <u>outdated</u> Civil Site Plan (Sheet C-2.0)	Damas *	8/31/2023
	Civil Drawings Civil Site Plan	Damas *	8/31/2023 , Update rec'd 10/13/2023
	Plat of Cross-Access Easement	MJE *	10/10/2023
	Plat of Dedication for Public Street to the Village	CB *	5/16/1989
	Traffic Study	KLOA *	9/15/2023

* MJE = Michael J. Emmert Surveys, Inc.

* Damas = Damas Consulting Group

*TSS = TSS Car Wash Experts

* CB = Cleto Bonanotte (surveyor)

* KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 19, 2023 REGULAR MEETING

ITEM 2: PUBLIC HEARING – SPLISH SPLASH CAR WASH – 7130 171st STREET – SPECIAL USE, VARIATION, FINAL PLAT, PLAT OF DEDICATION, SITE PLAN/ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Iftekhar Syed of Tinley Park Properties LLC (dba Splish Splash Car Wash) a Special Use for an Automobile Car Wash and a Variation from Section III.H.2. (Permitted Encroachments in Required Yards, Commercial Zoning District, Driveways) of the Zoning Code. The petitioner is requesting the Special Use and Variation to permit site improvements to convert an existing nonconforming manual bay car wash to an automated tunnel car wash at 7130 171st Street in the B-3 (General Business & Commercial) zoning district. Site Plan and Plat approvals will also be considered at the meeting.

Present Plan Commissioners:

Chairman Garrett Gray
James Gaskill
Terry Hamilton
Eduardo Mani
Andrae Marak
Steve Sepessy

Absent Plan Commissioners:

Angela Gatto
Kehla West

Village Officials and Staff:

Patrick Carr, Village Manager
Michael Pasquinelli, Village Attorney
Dan Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Jarell Blakey, Management Analyst

Petitioners:

John Schiess

Members of the Public:

Janet Gallagher

CHAIRMAN GRAY introduced item 2 and requested a motion to open the public hearing. COMMISSIONER GASKILL made a motion to open the public hearing. Second by COMMISSIONER MANI. CHAIRMAN GRAY requested a voice vote; all were in favor.

CHAIRMAN GRAY certified that legal notice was posted in accordance with state law and informed that anyone wishing to speak on the matter could do so after staff presents their report.

Lori Kosmatka, Associate Planner presented the staff report.

CHAIRMAN GRAY asked the Petitioner if they wished to speak.

CHAIRMAN GRAY swore in John Schiess.

John Schiess introduced himself and asked if there were any questions. He mentioned that his team had addressed the open items discussed during the workshop meeting.

CHAIR GRAY requested commissioner comment

COMMISSIONER SEPESSY stated that he is impressed with the project.

COMMISSIONER MARAK stated that he is looking forward to the improvement of the site.

COMMISSIONER GASKILL had no comment

COMMISSIONER MANI stated that the project looks nice.

COMMISSIONER HAMILTON commented that he is excited to see the site be brought back into use.

CHAIRMAN GRAY asked the petitioner how the stacking at the site will work during peak times.

John Schiess explained that on-site attendants and adjustable tunnel speed will be used during peak times to ensure vehicle flow, and that there will be a bypass lane in case of emergencies.

CHAIRMAN GRAY commented that his primary concern is traffic spillover onto the road at a major intersection.

John Schiess said the traffic report indicates that the site design will function properly.

CHAIRMAN GRAY requested if the public wanted to speak on this item

CHAIRMAN GRAY swore in Janet Gallagher.

Janet Gallagher noted concerns with traffic flow when entering and exiting the site at a busy intersection. Then asked is it possible to restrict left turns.

Lori Kosmatka answered that there will be a no left turn sign.

Janet Gallagher asked if there are any residential properties to the north that will be impacted by the development.

Lori Kosmatka said the property to the north is zoned commercial.

Daniel Ritter, Community Development Director commented that the residential area is offset far enough that there should be no nuisance to those residents.

CHAIRMAN GRAY asked if a driveway would connect to the property to the west. He noted the area where a driveway would go is proposed as a parking area.

Dan Ritter said that in the future, if the property to the west is redeveloped, that property will be required to build a connection to the subject property.

CHAIRMAN GRAY requested a motion to close the public hearing. COMMISSIONER SEPESSY made a motion to close the public hearing; COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY requested a voice vote; all were in favor. He declared the motion carried.

Lori Kosmatka presented the standards.

CHAIRMAN GRAY requested a motion regarding the Special Use Permit.

COMMISSIONER HAMILTON made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Iftekhar Syed of Tinley Park Properties LLC to permit an Automobile Car Wash at 7130 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the October 19th, 2023 Staff Report, subject to the following conditions:

1. Approval is subject to final engineering plan review and approval.
2. Approval is subject to the approval of the Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board and recording of the Plat of Cross-Access Easement with the County Recorder of Deeds prior to issuance of a building permit.
3. Proposed signage (including but not limited to Wall Signs on building and canopy) are not approved with the zoning entitlement, and will require code compliance or future Variation request and approval. The existing nonconforming "pole" ground sign may be maintained and refaced per Sign Code provisions.
4. If the three southwest parking stalls are removed to utilize the cross-access easement in the future, then the three southern stalls in the main row shall be for the three employees.

COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding the Variation.

COMMISSIONER SEPESSY made a motion to recommend that the Village Board grant the Petitioner, Iftekhar Syed of Tinley Park Properties LLC a variation from Section III.H.2. (Permitted Encroachments in Required Yards, Commercial Zoning District, Driveways) of the Zoning Ordinance to increase the property's maximum curb cut width from thirty feet (30') to forty-one and three-tenths feet (41.3'), in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the October 19th, 2023 Staff Report.

COMMISSIONER MANI seconded the motion. CHAIRMAN GRAY requested a roll call vote; all

were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding the Site Plan/Architectural Approval.

COMMISSIONER HAMILTON made a motion to grant the Petitioner, Iftexhar Syed of Tinley Park Properties LLC, Site Plan and Architectural Approval to permit building and site improvements to convert an existing nonconforming manual bay car wash to an automated tunnel car wash on the property located at 7130 171st Street in the B-3 (General Business & Commercial) zoning district, in accordance with the plans submitted and listed herein and subject to the following conditions:

1. Site Plan Approval is subject to the approval of the Special Use Permit, Plat of Cross-Access Easement and Plat of Dedication of Right-of-Way by the Village Board.
2. Site Plan Approval is subject to final engineering plan review and approval.
3. Final colors and materials shall be subject to review and approval by Village staff at permitting to ensure uniformity. All new and existing brick must match.
4. Selection of the permeable pavers within the east drive aisle and the west bypass lane will be subject to Village staff review and approval in the permitting process.
5. All canopy trees will require four inch caliper at installation.

COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding the Plat of Easement.

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant approval for the Petitioner, Iftexhar Syed of Tinley Park Properties LLC, Plat of Cross-Access Easement for the property located at 7130 171st Street, dated October 10, 2023, subject to the condition that the Plat is subject to final review and approval by the Village Engineer and Village Attorney prior to recording.

COMMISSIONER SEPESSY seconded the motion. CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding the Plat of Dedication.

COMMISSIONER SEPESSY made a motion to recommend that the Village Board grant approval for the Petitioner, Iftexhar Syed of Tinley Park Properties LLC, Plat of Dedication for Public Street to the Village for the property located at 7130 171st Street, dated May 16, 1989, subject to the condition that the Plat is subject to final review and approval by the Village Engineer and Village Attorney.

COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY informed the Petitioner that the item will go to the Village Board on

November 7th, 2023.

DRAFT

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

ORDINANCE
NO. 2023-O-063

**AN ORDINANCE GRANTING A VARIATION FROM THE ZONING
ORDINANCE AT 7130 171ST STREET (SPLISH SPLASH CAR WASH)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-063**AN ORDINANCE GRANTING A VARIATION FROM THE ZONING ORDINANCE AT 7130
171ST STREET (SPLISH SPLASH CAR WASH)**

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

WHEREAS, a petition for granting a variation (“Variation”) to increase the property’s maximum curb cut width from thirty feet (30’) to forty-one and three/tenths feet (41.3’) within the B-3 (General Business & Commercial) zoning district located at 7130 171st Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Iftekhar Syed of Tinley Park Properties, LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variation should be granted on October 19th, 2023, at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 6-0 and has filed its report and findings and recommendations that the proposed Variation be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.G.4. 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 Variation 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.

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 cannot yield a reasonable return if following the current regulations. Emergency vehicles including fire trucks must be able to access the site. Village Engineering has determined the entire proposed width of the driveway and curb cut is needed as currently proposed.*
2. The plight of the owner is due to unique circumstances.
 - *The property has unique circumstances including spatial constraints and one frontage with one curb cut. This requires additional width for emergency vehicle circulation. Village Engineering is supportive of the request to facilitate fire truck access into the development, including maneuvers from the east.*
3. The Variation, if granted, will not alter the essential character of the locality.
 - *The proposal will not alter the essential character of the locality. The surrounding development follows a commercial business development and the proposed curb cut width is compatible.. The curb cut, is appropriately situated, noted by the traffic study as distanced approximately 240 feet from Harlem Avenue.*
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.

SECTION 3: The Variation set forth herein below shall be applicable to the following described property.

LEGAL DESCRIPTION: LOT 7 IN BLOCK 10 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BY DOCUMENT 89420336), AS PER PLAT OF SUBDIVISION RECORDED APRIL 25, 1929 AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-112-004-0000

COMMONLY KNOWN AS: 7130 171st Street, Tinley Park, Illinois

SECTION 4: That a Variation from Section III.H.2. (Permitted Encroachments in Required Yards, Commercial Zoning District, Driveways) of the Zoning Ordinance is hereby granted to the Petitioner Iftekhar Syed of Tinley Park Properties, LLC (dba Splish Splash Car Wash) in the B-3 (General Business & Commercial) Zoning District at the above-mentioned property to increase the property's maximum curb cut width from thirty feet (30') to forty-one and three-tenths feet (41.3') in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**:

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

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

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

PASSED THIS 7th day of November 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of November 2023.

ATTEST:

VILLAGE CLERK

VILLAGE PRESIDENT

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-063, “AN ORDINANCE GRANTING A VARIATION FROM THE ZONING ORDINANCE AT 7130 171ST STREET (SPLISH SPLASH CAR WASH),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November 2023.

VILLAGE CLERK

Exhibit A

Per the October 19th, 2023 Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application	Petitioner	2/7/2023
	Narrative and Response to Standards	Petitioner	8/31/2023
	ALTA Plat of Survey	MJE *	1/18/2023
	Architectural and Landscaping Drawings	Damas *	9/13/2023, Update rec'd 10/4/2023
	Photometric Plan (Sheet E1)	Damas *	9/13/2023, Update rec'd 10/11/2023
	Light Fixture Manufacturer Cut Sheet – Type A & Type B (site light & upper wall sconce)	Lithonia	Rec'd 9/15/2023
	Light Fixture Manufacturer Cut Sheet – Type C (architectural lantern wall sconce)	Wave	Rec'd 9/15/2023
	Lighting Report	<u>Dialux</u>	Rec'd 10/12/2023
	Curved Pay Station Canopies Manufacturer Cut Sheet (2023 Catalog)	TSS *	Rec'd 10/11/2023
	Materials – Brick Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/11/2023
	Materials – Stone Veneer Manufacturer Cut Sheet	Brick it	Rec'd 10/10/2023
	Materials – Hardie (trim) Manufacturer Cut Sheet	James Hardie	Rec'd 10/10/2023
	Civil Drawings Excluding <u>outdated</u> Civil Site Plan (Sheet C-2.0)	Damas *	8/31/2023
	Civil Drawings Civil Site Plan	Damas *	8/31/2023 , Update rec'd 10/13/2023
	Plat of Cross-Access Easement	MJE *	10/10/2023
	Plat of Dedication for Public Street to the Village	CB *	5/16/1989
	Traffic Study	KLOA *	9/15/2023

* MJE = Michael J. Emmert Surveys, Inc.

* Damas = Damas Consulting Group

*TSS = TSS Car Wash Experts

* CB = Cleto Bonanotte (surveyor)

* KLOA = Kenig, Lindgren, O'Hara, Aboona, Inc.

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

RESOLUTION
NO.2023-R-143

**A RESOLUTION APPROVING AND ACCEPTING A PLAT OF DEDICATION
AND A PLAT OF EASEMENT AT 7130 171ST STREET
(SPLISH SPLASH CAR WASH)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-O-143**A RESOLUTION APPROVING AND ACCEPTING A PLAT OF DEDICATION
AND A PLAT OF EASEMENT AT 7130 171ST STREET
(SPLISH SPLASH CAR WASH)**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Plat of Dedication of Public Street to the Village (“Plat of Dedication”) and Plat of Cross-Access Easement (“Plat of Easement”) (together as “Plats”) submitted by Iftekhhar Syed of Tinley Park Properties, LLC (“Petitioner”) pertaining to certain real property located at 7130 171st Street, Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A** and **Exhibit B**; and

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

WHEREAS, the Plan Commission reviewed the proposed Plats on October 19, 2023, at a public meeting at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plats be approved by this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plats, attached hereto as **Exhibit A** and **Exhibit B**, and all necessary Village Officials and staff are hereby authorized to execute said Plats prior to final recording, subject to the condition that the Plats receive final approval by the Village Engineer and Village Attorney.

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

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

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 7th day of November 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of November 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-143, “A RESOLUTION APPROVING AND ACCEPTING A PLAT OF DEDICATION AND A PLAT OF EASEMENT AT 7130 171ST STREET (SPLISH SPLASH CAR WASH)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7^h day of November 2023.

VILLAGE CLERK

Exhibit A - Plat of Dedication of Public Street (Subject to Final Review)

**PLAT OF DEDICATION
FOR PUBLIC STREET**
TO THE VILLAGE OF TINLEY PARK

*Reference to Township 36 N. Range 13 E. Sec. 30
14.00 S. Oak Park Ave
Tinley Park, IL 60477*
NS4200334

The part of lot 7, Block 10 in Elinore's Oak Park Avenue Subdivision, being a subdivision in the Northwest One Quarter of Section 30, Township 36 North, Range 13 East of the Third Principal Meridian, surveyed and described as follows:

Beginning at the Northwest corner of said lot 7 and running thence on an assumed bearing of North 0 degree 58 minutes 28 seconds East on the west line of Block 10 10.00 feet thence South 88 degrees 42 minutes 42 seconds East 100.14 feet to a point on the east line of said lot 7; thence 10.00 feet North of the south line of said lot 7; thence South 50 degrees 58 minutes 28 seconds West 10.50 feet to the south line of lot 7; thence North 88 degrees 42 minutes 42 seconds East on said south line 100.00 feet to the point of beginning in Cook County, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, **Clare Sasarsky**, a Registered Illinois Land Surveyor, do hereby state that I have surveyed the property described in the caption to the hereon drawn plat, for the purpose of dedicating same for public streets; and that said plat is a true and correct representation of said survey and dedication. Dimensions shown hereon are in feet and decimal parts thereof, and are corrected to a temperature of 62 degrees Fahrenheit.

SOUTH HOLLAND, ILLINOIS July 16 A.D. 1957
Certificate No. 1393

ROBINSON ENGINEERING, LTD. does hereby state that a survey has been made as and under its direction to the property described hereon for the purpose of dedicating same for public street as shown hereon.

SOUTH HOLLAND, ILLINOIS July 16 A.D. 1957
ROBINSON ENGINEERING, LTD.

I BEAR FIDELITY AND TRUTHFULNESS TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND DEDICATION HEREON SET FORTH.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THE UNDERSIGNED, MATTHEW-RICHTON BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 3, 1945 AND KNOWN AS TRUST #741445, TITLE HOLDERS OF THE PROPERTY DESCRIBED HEREON, HEREBY CERTIFY THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND DEDICATED FOR PUBLIC STREET AS SHOWN HEREON.

TRUSTEE BANK, ILLINOIS July 16 A.D. 1957
REVEALY TRUST CO. in Limited Charge & MATTHEW-RICHTON BANK, ILLINOIS

BY: *Clare Sasarsky*
ATTEST: *Frank M. ...*
CITY CLERK OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, **Clare Sasarsky**, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT **Clare Sasarsky** AND **Frank M. ...** OF THE MATTHEW-RICHTON BANK, PERSONALLY KNOWN TO ME AS **LEGAL COUNSEL** OF THE MATTHEW-RICHTON BANK, PERSONALLY KNOWN TO ME TO BE THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBING TO THE FOREGOING INSTRUMENT AS **TRUSTEE BANK** AND **LEGAL COUNSEL** RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THAT THE **TRUSTEE BANK** DID ALSO WHEN SAID INSTRUMENT WAS AFFIXED SAID SEAL OF SAID BANK TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 16th DAY OF JULY A.D. 1957.

NOTARY PUBLIC

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS AT A MEETING HELD THIS 14th DAY OF August A.D. 1957

BY: *Clare Sasarsky* President ATTEST: *Frank M. ...* Village Clerk

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, ILLINOIS AT A MEETING HELD THIS 24th DAY OF July 1957

BY: *Clare Sasarsky* Chairman - Plan Commission

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED HEREON.

BY: *Clare Sasarsky* Village Clerk

OFFICIAL SEAL
NOTARY PUBLIC
NOTARY PUBLIC STATE OF ILLINOIS
NOT. #1234567

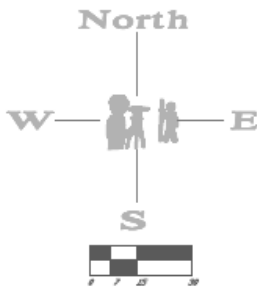
88-31 (E)

Box 324 TMB-ED

RECEIVED IN BAD CONDITION

END-OF-RECORDED PLAT

Exhibit B – Plat of Cross-Access Easement (Subject to Final Review)



GRANT OF EASEMENT

FOR PUBLIC INGRESS, EGRESS AND ACCESS TO THE VILLAGE OF TINLEY PARK

of

THE NORTH 26.00 FEET OF THE SOUTH 54.90 FEET OF LOT 7 IN BLOCK 10 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SUBDIVISION RECORDED APRIL 25, 1929 AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

REFERENCE BEING HAD TO LEGAL DESCRIPTION FOR SUBJECT PROPERTY AS SHOWN ON TITLE COMMITMENT NUMBER 22CSCO13446HH AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY. TITLE COMPANY SHOULD VERIFY THE LEGAL DESCRIPTION FOR HT PROPERTY AND THE PROPOSED EASEMENT.

EASEMENT PROVISIONS

An easement is reserved and granted to the general public and the Village of Tinley Park, Illinois, their successors and assigns, for the right, privilege and authority to utilize for ingress and egress over, under, across and along the surface of the property described and shown hereon and labeled 'HEREBY GRANTED'

State of Illinois)
County of _____)
The undersigned,

_____ does

herby certify that they are the title holders of the property described hereon and that they have caused said property to be granted as an easement for public ingress, egress and access as described and shown hereon.

Dated this _____ day of _____, 2023

By: _____

Attest: _____

State of Illinois)
County of _____)
This instrument was acknowledged before me on the _____ day of _____, 2023

Notary Public

my commission expires _____

Approved and adopted by the President and Board of Trustees of the Village of Tinley Park, Illinois at a meeting held this _____ day of _____, 2023

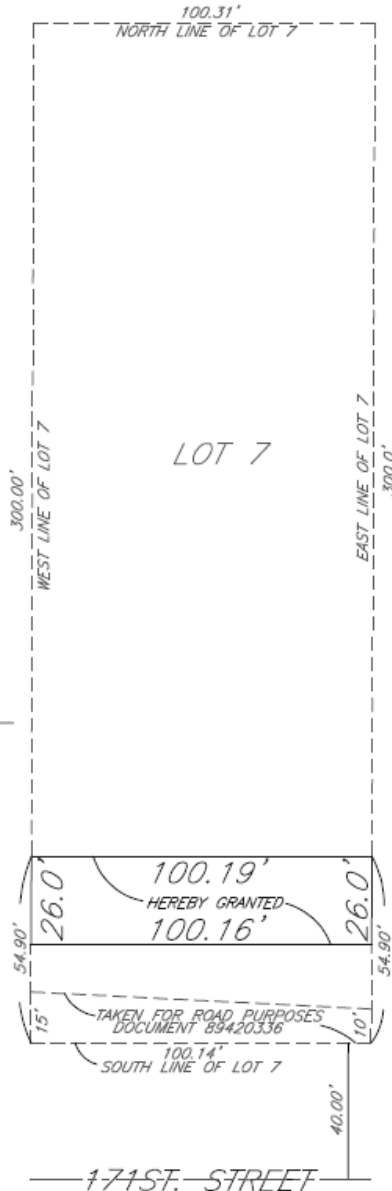
By: _____
Village President

Attest: _____
Village Clerk

State of Illinois)
County of Du Page)
Michael J. Emmert Surveys, Inc. does hereby certify that we have prepared the plat hereon drawn for the purpose of granting an easement as described and shown hereon for public ingress, egress and access.
Dated this 10th. day of October, 2023

By: _____ President

Professional Illinois Land Surveyor No. 2499
License expires on November 30, 2024



Exempt from transfer tax by

name _____

signature _____

return after recording to:



mike@emj surveys.com
Michael J. Emmert Surveys, Inc.
185 East Vallette Street
Elmhurst, Illinois 60126
Office 630-516-0383



PLAN COMMISSION STAFF REPORT

October 19, 2023 – Public Hearing

Tinley Bowl – Concessions Building

7601 183rd Street

Petitioner

Cassie Beno of Tinley Bowl

Property Location

7601 183rd Street

PIN

19-09-01-100-002-0000

Zoning

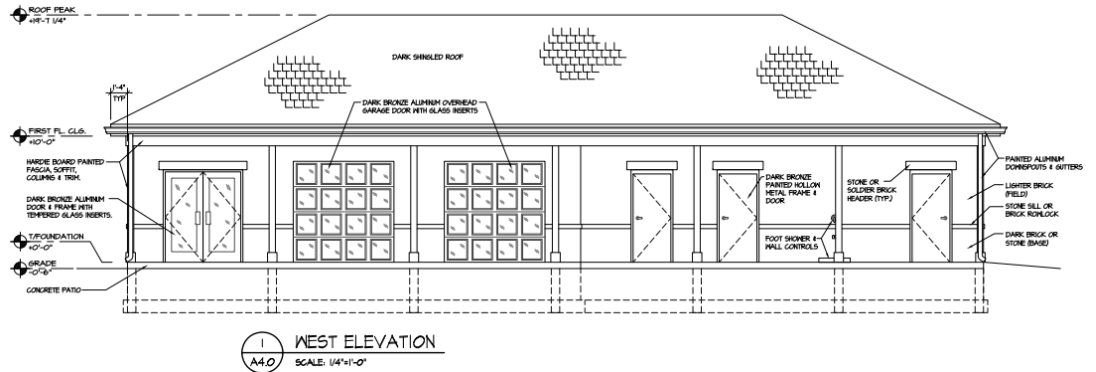
ORI-PD (Office and Restricted Industrial, Hickory Creek Business Center PUD)

Approvals Sought

- Special Use Permit
- Site Plan/Arch. Approval

Project Planner

Michael O. Whalen, AICP
Associate Planner



EXECUTIVE SUMMARY

The Petitioner, Cassie Beno of Tinley Bowl, is requesting a Special Use Permit for a substantial deviation from the Hickory Creek Business Center Planned Unit Development to build an expanded concessions building for the Tinley Bowl Backyard patio area at 7601 183rd Street in the ORI-PD (Office and Restricted Industrial – Hickory Creek PUD) Zoning District. The Petitioner is also seeking Site Plan/Architectural approval.

Tinley Bowl is an existing business in Tinley Park. The Zoning Ordinance requires that the proposed project amend the Hickory Creek Business Center PUD to expand the existing concessions building. The proposal also requires Site Plan/Architectural Approval.

EXISTING SITE, ZONING, AND NEARBY LAND USES



Aerial Location Map



Zoning Map

The subject property at 7601 183rd Street is an existing bowling alley with outdoor athletic courts. The property has a small outbuilding that is used as an outdoor bar. The property is at the southwest corner of 183rd Street and 76th Avenue surrounded by an industrial park. The former Tinley Park Mental Health Center is across 183rd Street.

The subject property is located within the ORI-PD (Office and Restricted Industrial – Hickory Creek Business Center PUD) Zoning District. The PUD (Ord. No. 2006-O-028) was approved in 2006 after the subject property had already been developed. The property is also located in the Urban Design Overlay District (UD-1). The overlay was established after the adoption of the Hickory Creek Business Center PUD; therefore, the provisions of the overlay district do not apply.

The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	ORI	Former Tinley Park Mental Health Center
East	ORI-PD (North Creek Business Park)	Office/Warehouse buildings
South	ORI-PD (Hickory Creek Business Center)	Vacant land Office/Warehouse buildings
West	ORI-PD (Hickory Creek Business Center)	Office/Warehouse buildings

The subject property is located at the intersection of 183rd Street and 76th Avenue. 183rd Street is a road owned and operated by the Cook County Department of Transportation and Highways. 183rd Street is five lanes (including a left turn lane), does not have sidewalks, and has a 40-mph posted speed limit in the vicinity. 76th Avenue is a street owned and operated by the Village. It does not have pavement markings or sidewalks and has a 25-mph posted speed limit. Pace routes 356 and 386 are nearby at West Creek Drive, but there is no sidewalk connection between the bus stops and the subject property.

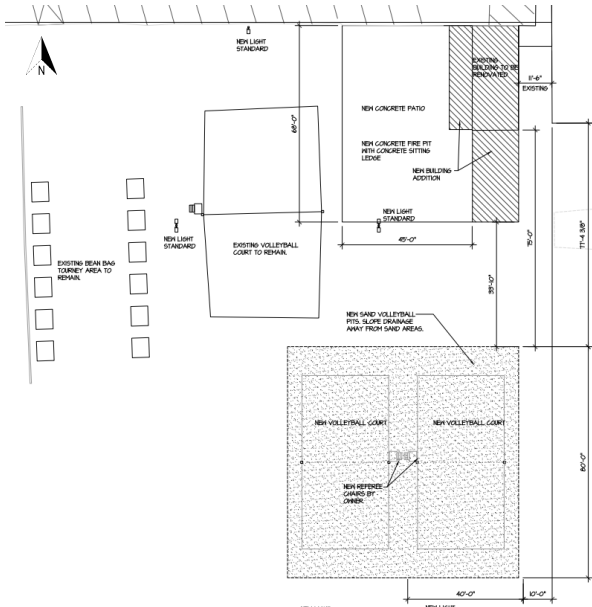
PROPOSED USE

The Petitioner proposes demolishing the existing outbuilding to build an expanded bar with bathrooms for customers. The Petitioner also intends to expand the athletic courts so more league teams can play each day.

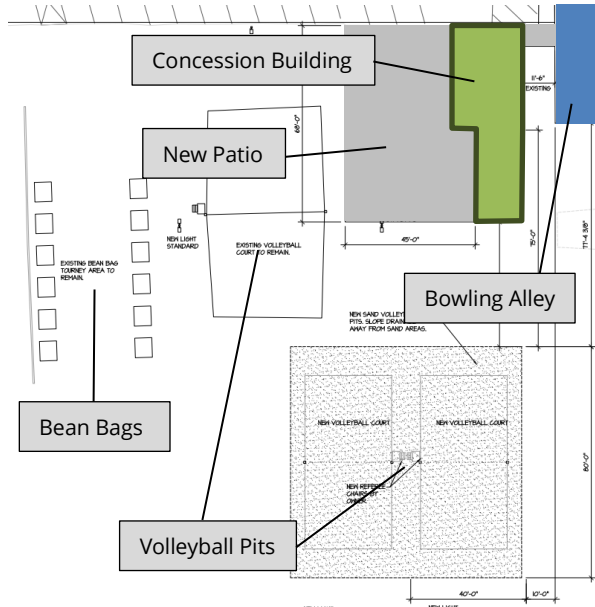
SPECIAL USE PERMIT

A Special Use Permit is required for a substantial deviation (Sec. VII.B.6.a.) from the Hickory Creek Business Center PUD. This deviation is necessary because the project proposal will increase the intensity of the development.

SITE PLAN AND ARCHITECTURAL APPROVAL



Proposed site plan



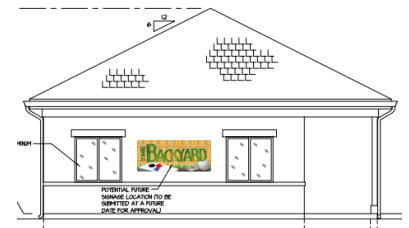
Annotated site plan

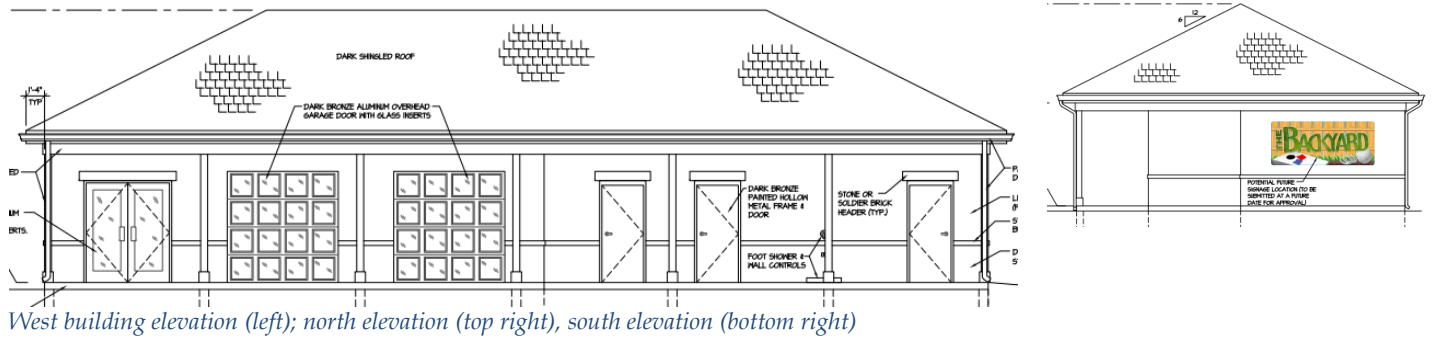
Site Plan.

A bowling alley and small concession building exist on the subject site and are connected by a walkway. There is an asphalt pad between the two buildings with a shed—the area is used for storage and is completely enclosed. Two parking lots of similar size are on either side of the bowling alley building. A drive-aisle connects the parking lots between the building and 183rd Street. The “Backyard” area has a patio near the concession building, beanbag areas, a volleyball court, and horseshoe pits.

The Petitioner is seeking to build an expanded concession building to include a larger full bar and restrooms. The proposed building would also make room for some indoor seating, with overhead doors to open the building up when the weather allows. The proposal would remove the horseshoe pits and replace them with two additional volleyball pits. The proposal also includes a larger patio.

Architecture.





The proposed final building design will have a hipped roof and be entirely clad in face brick with Hardie board details in neutral colors. A portion of the patio will be covered by a roof overhang supported by columns on the west side. The building design meets the masonry requirements of the Zoning Ordinance.

Signage.

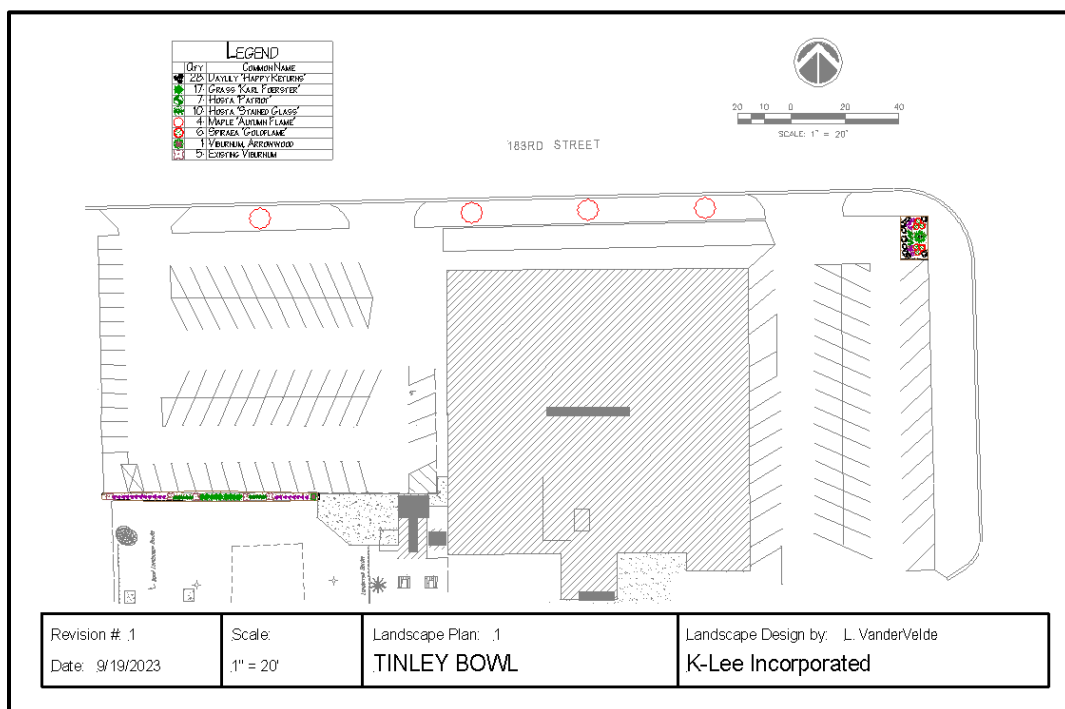
The Petitioner submitted elevation drawings that indicate the conceptual locations of future signage but is not seeking any relief from the Zoning Ordinance sign regulations. Future signage must comply with the signage provisions in the Zoning Ordinance.

Lighting.

The Petitioner submitted a photometric plan that is compliant with the glare provisions in the Zoning Ordinance.

Landscaping.

The site is deficient in landscaping. Given the nature of the project as a redevelopment/site addition, the Petitioner is seeking relief from the landscape ordinance. Sec. V.C.8.A. of the Zoning Ordinance requires that “a reasonable sum of money” be spent on landscaping. Ch. 158 of the Village Code requires compliance with the Landscaping and Bufferyards provisions when the value of a building renovation or enlargement is greater than 50% of the value of the existing building. The Petitioner agreed to install some street trees and other site plantings, which is reasonable given the scope and scale of the project. The Petitioner proposes four street trees along 183rd Street, base plantings around the existing sign at the intersection, and plantings along the fence between the west parking lot and the “Backyard” area.



STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided draft Findings in the Staff Report for the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposed Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed special use is safe for the public, employees, and neighboring properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair property values within the neighborhood. The special use will support an existing business's operation within the Village.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *Neighboring properties are already developed, and the proposal will not negatively affect any future development or redevelopment of neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The site is already developed with adequate utilities and no additional utilities are needed. Any utility work will be performed on the property.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The site is already developed with a driveway and parking areas. Traffic impacts will be minimal.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The Special Use will comply with all Village ordinances.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The Special Use will allow a long-time Tinley Park business to grow and provide better service to its customers.*

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

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

Architecture.

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.
- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design.

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTION TO CONSIDER

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

Motion 1 (Special Use)

"...make a motion to recommend the Village Board grant a Special Use Permit for a Substantial Deviation to the Hickory Creek Business Center PUD to allow for the construction of an accessory building and athletic courts to the Petitioner, Cassie Beno of Tinley Bowl, at 7601 183rd Street in the ORI-PD (Office and Restricted Industrial, Hickory Creek Business Center PUD) Zoning District, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the October 19, 2023 staff report."

Motion 2 (Site Plan/Architectural Approval)

"...make a motion to grant Site Plan/Architectural Approval to the Petitioner, Cassie Beno of Tinley Bowl, to allow for the construction of an accessory building addition and athletic courts at 7601 183rd Street in accordance with the plans submitted and adopt the Findings of Fact as proposed in the October 19, 2023 staff report, subject to the following condition:

- a) The Petitioner must submit evidence to the Village of the Petitioner's application, if necessary, to the Cook County Department of Transportation and Highways to install required parkway tree(s) prior to the issuance of any building permit.*

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Applications with Narrative	Petitioner	6/20/23
Site Plan	RKG Design	9/28/23
Preliminary Engineering Documents	IMEG	6/20/23
Floorplan	RKG Design	9/28/23
Elevations and Materials	RKG Design	9/28/23
Existing Conditions Photos	RKG Design	9/28/23
Landscape Plan	K-Lee Inc.	9/19/23
Photometric Plan	PG Enlighten	2/20/23

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

ORDINANCE
NO. 2023-O-065

**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
FROM A FOR CERTAIN PROPERTY AT 7601 183RD STREET
(TINLEY PARK BOWL)**

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 and Will Counties, Illinois

ORDINANCE NO. 2023-O-065

**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
FROM A FOR CERTAIN PROPERTY AT 7601 183RD STREET
(TINLEY PARK BOWL)**

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, in 2006, the Village Board adopted Ordinance Number 2006-O-028, amending the Hickory Creek Business Center Planned Unit Development (“PUD”) to include certain properties, including 7601 183rd Street (“Subject Property”), within the boundaries of the PUD; and

WHEREAS, at the time of the amendment to the Hickory Creek Business Center PUD, the Subject Property was already developed and operating as a bowling alley; and

WHEREAS, a petition for the granting of a Special Use for a Substantial Deviation from the Hickory Creek Business Center PUD to allow for the construction of a concessions building and athletic courts at the Subject Property has been filed by Cassie Beno, on the behalf of Tinley Bowl (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, after due notice as required by law, the Plan Commission of the Village held a Public Hearing on the question of whether the Special Use Permit should be granted on October 19, 2023, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 in favor to recommend the approval of said Special Use Permit; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Special Use Permit be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That this Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit for a Substantial Deviation set forth in Section VII.B.6 and Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and
 - *The proposed Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed special use is safe for the public, employees, and neighboring properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
 - *The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair property values within the neighborhood. The special use will support an existing business's operation within the Village.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and
 - *Neighboring properties are already developed, and the proposal will not negatively affect any future development or redevelopment of neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided; and
 - *The site is already developed with adequate utilities and no additional utilities are needed. Any utility work will be performed on the property.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

- *The site is already developed with a driveway and parking areas. Traffic impacts will be minimal.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
- *The Special Use will comply with all Village ordinances.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The Special Use will allow a long-time Tinley Park business to grow and provide better service to its customers.*

SECTION 3: That the Special Use Permit for a Substantial Deviation set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: THE NORTH 513 FEET (AS MEASURED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1) OF THE EAST 511 FEET, (AS MEASURED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1) OF THE NORTHWEST QUARTER OF SECTION 1, IN TOWNSHIP 35 NORTH, AND IN RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-09-01-100-000-0000

COMMONLY KNOWN AS: 7601 183rd Street, Tinley Park, IL 60477

SECTION 4: That a Special Use Permit for a Substantial Deviation from the approved Hickory Creek Business Center Planned Unit Development for the above-described property is hereby granted to the Petitioner to allow for the construction of a concessions building and athletic courts at the Subject Property in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**.

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 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 7th day of November 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of November 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-065, “AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM A FOR CERTAIN PROPERTY AT 7601 183RD STREET (TINLEY PARK BOWL)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November 2023.

VILLAGE CLERK

EXHIBIT A

List of Reviewed Plans

Submitted Sheet Name	Prepared By	Date On Sheet
Applications with Narrative	Petitioner	6/20/23
Site Plan	RKG Design	9/28/23
Preliminary Engineering Documents	IMEG	6/20/23
Floorplan	RKG Design	9/28/23
Elevations and Materials	RKG Design	9/28/23
Existing Conditions Photos	RKG Design	9/28/23
Landscape Plan	K-Lee Inc.	9/19/23
Photometric Plan	PG Enlighten	2/20/23

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 19, 2023 REGULAR MEETING

ITEM 1: PUBLIC HEARING – TINLEY BOWL – CONCESSIONS BUILDING ADDITION – 7601 183RD STREET – SPECIAL USE, SITE PLAN/ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Cassie Beno on behalf of Tinley Bowl a Special Use for a Substantial Deviation of the Hickory Creek Business Center for the development of a concessions building and athletic courts at 7601 183rd Street. Site Plan/Architectural Approval is also being considered at the meeting.

Present Plan Commissioners: Chairman Garrett Gray
James Gaskill
Terry Hamilton
Eduardo Mani
Andrae Marak
Steve Sepessy

Absent Plan Commissioners: Angela Gatto
Kehla West

Village Officials and Staff: Patrick Carr, Village Manager
Michael Pasquinelli, Village Attorney
Dan Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Jarell Blakey, Management Analyst

Petitioners: Bob Goes, RKG Design

Members of the Public: None

CHAIRMAN GRAY introduced item #1 and then requested a motion to open the public hearing. COMMISSIONER GASKILL made a motion to open the public hearing; COMMISSIONER MANI seconded. CHAIRMAN GRAY requested a voice vote, the motion was declared carried.

CHAIRMAN GRAY certified that legal notice was posted in accordance with state law and informed that anyone wishing to speak on the matter could do so after staff presents their report.

Jason Engberg, Planning Manager presented the staff report

CHAIRMAN GRAY asked the Petitioner if he wished to speak but he declined.

COMMISSIONER HAMILTON noted he had no questions.

COMMISSIONER MANI commented that he is excited to see the business expanding.

COMMISSIONER GASKILL made no comment.

COMMISSIONER MARAK asked if there would be any parking concerns as a result of the project.

Jason Engberg said that the additional volleyball pits would not create a parking problem. He added that the development is overparked relative to the requirements in the Zoning Ordinance. Dan Ritter, Community Development Director said that there are additional areas on-site to add parking in the future if it is needed.

COMMISSIONER SEPESSY stated that he feels it is a good plan and he is pleased with the project as proposed.

CHAIRMAN GRAY said he felt the plans were a big upgrade to the site and that he liked that the Petitioner proposed adding landscaping. He added that he liked the overhead doors.

CHAIRMAN GRAY called on the audience for public comment; none came forward.

CHAIRMAN GRAY requested a motion to close the public hearing. COMMISSIONER SEPESSY made the motion and COMMISSIONER MANI seconded. CHAIRMAN GRAY requested a voice vote; all were in favor. He declared the motion carried.

Jason Engberg presented the standards.

CHAIRMAN GRAY requested a motion regarding the Special Use Permit.

COMMISSIONER GASKILL made a motion to recommend the Village Board grant a Special Use Permit for a Substantial Deviation to the Hickory Creek Business Center PUD to allow for the construction of an accessory building and athletic courts to the Petitioner, Cassie Beno of Tinley Bowl, at 7601 183rd Street in the ORI-PD (Office and Restricted Industrial, Hickory Creek Business Center PUD) Zoning District, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the October 19, 2023 staff report. COMMISSIONER MANI seconded.

CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding the Site Plan/Architectural Approval.

COMMISSIONER HAMILTON made a motion to grant Site Plan/Architectural Approval to the Petitioner, Cassie Beno of Tinley Bowl, to allow for the construction of an accessory building addition and athletic courts at 7601 183rd Street in accordance with the plans submitted and adopt

the Findings of Fact as proposed in the October 19, 2023 staff report, subject to the following condition: The Petitioner must submit evidence to the Village of the Petitioner's application, if necessary, to the Cook County Department of Transportation and Highways to install required parkway tree(s) prior to the issuance of any building permit. COMMISSIONER SEPESY seconded.

CHAIRMAN GRAY requested a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY noted that the item will go to the November 7th Village Board meeting.

DRAFT



Interoffice Memo

Date: November 2, 2023
To: Village Board
From: Hannah Lipman, Assistant Village Manager
Cc: Pat Carr, Village Manager
Subject: Liability Insurance – 2024 Renewal

In 2021, staff presented various options to the Board as it relates to the Village's liability insurance. After conducting an internal cost analysis, and review of various insurance carriers, staff recommended the Board approve switching to the Illinois Municipal League Risk Management Association (IML RMA).

When the Village switched to IML RMA, we agreed to what is called the min/max policy, which establishes a minimum—but also a maximum—premium that the Village would pay in any given policy year depending on the claims experience. We also moved away from high deductibles (i.e. worker's compensation was previously at \$300,000) and now have \$0 deductibles across most lines.

For the 2023 policy year, the Village paid \$990,962 as the minimum premium, with a potential maximum contribution not to exceed \$1,565,523. The renewal for 2024 is a minimum premium of \$1,060,306, with the potential maximum contribution not to exceed \$1,669,544. The increase in premium is largely due to an increase in payroll costs, some workers compensation claims experience, and increased cyber liability coverage. Note, if the Village pays the renewal prior to November 17th, there will be a 1% savings, bringing the renewal cost down to \$1,049,737.

While the Village continues to pay and manage claims that remain open with our previous carrier, our claims experience has been relatively good this past year outside of a few workers compensation claims. We have continued to see the expected savings since switching to IML RMA. Outside of our premium with IML RMA, we have had zero additional costs from January 2022 until present – meaning we have not had to pay any out-of-pocket high deductibles like we did with the previous carrier.

Outside of claims management, the Village has been very pleased with the service IML RMA has provided and the constant open line of communication. IML RMA has continued to meet or exceed our expectations, and therefore, staff recommends approving renewal for policy year 2024.



October 2, 2023

The Honorable Michael Glotz
Village President
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477-1628

Dear Village President Glotz:

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing a comprehensive and innovative risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2024 coverage year starting on January 1, 2024. While the effects of inflation are noticeable in the overall rising costs of claims and increased auto and property values, RMA knows the importance of budget stability and **we have worked hard to keep any specific rate increases to a minimum after offering rate reductions or rate freezes to our members in four of the last five years.** We are also pleased to continue to offer a 1% early payment discount if your contribution payment is received in full by November 17, 2023.

We thank you for making RMA your choice for professional risk management services and insurance coverage. If you have questions about your 2024 renewal contribution amount or coverages, please contact a member of the RMA membership services team at (800) 252-5051.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or if you have questions or comments or want to update our records on covered property and items, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment. As always, please feel welcome to contact me directly at any time. Thanks.

Yours very truly,



BRAD COLE
Managing Director

Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.



INVOICE

2024 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 2, 2023
 Member: Village of Tinley Park
 Account #: 0586
 Indicate Payment Option (from list below): _____
 Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2024 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$489,683
Auto Liability & Comprehensive General Liability	\$426,387
Portable Equipment	\$6,141
Auto Physical Damage	\$37,811
Property	\$96,784
	\$1,056,806
2024 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	
	\$3,500
INVOICE TOTAL	\$1,060,306

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
<u>OPTION #1 – Pay Full Amount</u>	
Contribution Amount	\$1,056,806.00
Minus 1% Savings	\$10,568.06
	\$1,046,237.94
Illinois Municipal League Dues	\$3,500.00
Total due by 11/17/23	\$1,049,737.94
<u>OPTION #2 - Pay Full Amount</u>	
Contribution Amount	\$1,056,806.00
Illinois Municipal League Dues	\$3,500.00
Total due by 12/15/23	\$1,060,306.00
<u>OPTION #3 - Pay in two installments</u>	
<u>Includes 1% installment fee</u>	
Contribution Amount	\$1,056,806.00
Plus 1% fee	\$10,568.06
	\$1,067,374.06
Illinois Municipal League Dues	\$3,500.00
	\$1,070,874.06
\$535,437.03	Due by 12/15/23
\$535,437.03	Due by 5/17/24

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

 Title: _____
 Date: _____

EQUIPMENT BREAKDOWN COVERAGE

January 1, 2024 – January 1, 2025

At your request, we are pleased to present you with the optional Equipment Breakdown endorsement.

The annual contribution amount of \$25,654 for this coverage is included in the contribution amount shown on your invoice.

We thank you for the opportunity to better serve the coverage needs of your municipality.

If you have any questions regarding this coverage, please call Julia Reynolds at (800) 252-5051.

INCREASED CYBER SECURITY LIMITS

January 1, 2024 – January 1, 2025

At your request, we are pleased to present you with the continued option of increasing your cyber security limits from the standard RMA program limits to the following:

INFORMATION SECURITY PROTECTION COVERAGE (RMA 17)

<u>FORM</u>	<u>COVERAGE AGREEMENT DESCRIPTION</u>	<u>TOTAL AVAILABLE LIMITS FOR MEMBERS</u>
RMA 17	Third Party Liability Insuring Agreements <i>(claims-made and reported coverage)</i> Multimedia Liability Security and Privacy Liability Privacy Regulatory Defense and Penalties PCI DSS Liability First Party Insuring Agreements <i>(event discovered and reported coverage)</i> Breach Event Costs BrandGuard® Waiting Period: 2 weeks Period of Restoration: 180 days System Failure Non-Physical Business Interruption Waiting Period: 8 hours Period of Restoration: 120 days Cyber Extortion Cyber Crime Maximum Aggregate Limit of Liability	 \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$1,000,000 per "claim"/aggregate \$250,000 per "claim"/aggregate \$200,000 per "claim"/aggregate \$1,000,000
	<hr/> Retroactive Date	<hr/> Full Prior Acts

The annual contribution amount of \$27,557 for this optional increased coverage is included in the contribution amount shown on your invoice.

We thank you for the opportunity to better serve the coverage needs of your municipality.

If you decide that you do not wish to take advantage of this optional coverage for this renewal period, please call Julia Reynolds at (800) 252-5051 by 11/01/23 to request a revised invoice and to void this endorsement.

Tinley Park

MINIMUM – MAXIMUM OPTION

January 1, 2024 – January 1, 2025

Many of our members have found the Minimum - Maximum (Min-Max) program to be very successful and we are pleased to continue it in the year 2024. The Min-Max option provides an incentive for members to control and reduce losses through effective accident prevention and claims management efforts. If losses and claim costs are lower than anticipated, you may realize an overall savings. However, if losses and claim costs are greater than anticipated, you may be penalized and have to pay additional contributions. Please call us if you would like additional information about the program or to confirm if the Min-Max option meets your municipality's needs.

If your municipality wishes to participate in this optional program for this renewal period, the enclosed Minimum-Maximum Agreement ***must*** be signed and returned with **your initial renewal payment**. A final copy will be returned to your municipality. If the agreement has not been received by February 1, 2024 your municipality will be billed for the full 100% contribution and such contribution will be due upon receipt.

If you have any questions, please contact Julia Reynolds at (800) 252-5051.



Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **VILLAGE OF TINLEY PARK**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2024 to January 01, 2025 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 55% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 110% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **VILLAGE OF TINLEY PARK** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **VILLAGE OF TINLEY PARK** hereby agrees to the following schedule of contributions:

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs		\$ 444,069		\$ 444,069
Loss Fund Contribution	@ 55%	<u>\$ 612,737</u>	@ 110%	<u>\$1,225,475</u>
		\$1,056,806		\$1,669,544

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

Page 2
RMA Min/Max Agreement
VILLAGE OF TINLEY PARK

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **VILLAGE OF TINLEY PARK** hereby agrees to make payment within 30 days of its receipt of billing.

- 7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.
- 8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.
- 9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President/Town President	Date

Treasurer/Comptroller/Risk Management Coordinator	Date

Reserved for RMA use only

RMA Managing Director	Date

NO. _____

**MODEL ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

Whereas, the Village Board/City Council of the Village/City of _____, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 01/01/20__ to 01/01/20__ and all endorsements thereto.

Whereas, the Village Board/City Council of the Village/City of _____ finds it to be in the best interest of the municipality to make its RMA contribution in accordance with the RMA Minimum/Maximum Contribution Agreement.

Be it ordained by the Village Board/City Council of _____ (President and Board of Trustees of the Village/City of _____):

1. That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/20__ and ending 01/01/__ is hereby authorized.
2. That the Village President/Mayor and the Treasurer/Comptroller are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declarations pages dated 01/01/20__ to 01/01/20__ and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

Village President/Mayor

ATTEST:

Clerk

Passed this ____ day of _____, 20__.

Approved this ____ day of _____, 20__.

I, _____, Clerk of the Village/City of _____, Illinois, do hereby Certify that the foregoing is a true and correct copy of the Ordinance No. _____ as adopted the ____ day of _____, 20__.

Clerk

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

RESOLUTION
NO. 2023-R-141

**A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE
ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)**

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-141**A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)**

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 Village of Tinley Park's ("Village") current annual insurance policy term with the Illinois Municipal League Risk Management Association ("IML RMA") expires on December 31, 2023; and

WHEREAS, the Village after reviewing various exposures to risk and liability across all of the Village's operations in conjunction with its current insurance coverage desires to enter into a Renewal Policy Agreement ("Agreement") with IML RMA, to begin on January 1, 2024 and continue to December 31, 2024; and

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 Renewal Agreement be entered into and executed by said Village of Tinley Park, with said Renewal 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 Renewal Agreement.

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

ADOPTED this 7th day of November, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 7th day of November, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)

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-141, “**A RESOLUTION APPROVING RENEWAL OF AN INSURANCE POLICY WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November, 2023.

 VILLAGE CLERK



Interoffice Memo

Date: October 23, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post #3 Lift Station (7350 175th St.) Standby Generator Installation Construction

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

Description: Installation of a diesel standby generator adjacent to the Post #3 control building to supply power during a ComEd power failure. Work also includes an Automatic Transfer Switch (ATS), main disconnect for the building, concrete foundation for generator, and ancillary electrical components for the generator.

Background: Post #3 stormwater lift station does not have a secondary power source currently. If ComEd power fails, Public Works would need to set up bypass pumping which would take multiple hours to complete. The station could overflow onto the streets or cause sewer back-ups upstream of the station. Installing a standby generator would eliminate the need for bypass pumping during a power failure as the generator would run the station until ComEd power is restored. The project also includes installing an Automatic Transfer Switch (ATS), which signals the generator to run when power is lost within seconds.

A bid opening was held on October 10, 2023 with Clerks' Office and Water Superintendent present. The Village received the following bids which includes a \$20,000 contingency line item:

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Airy's, Inc.	Joliet, IL	\$243,550.00
Steve Spiess Const.	Frankfort, IL	\$244,461.00
Engineered Services, Inc.	Vernon Hills, IL	\$255,900.00
Electrical Systems, Inc.	East Hazel Crest, IL	\$259,838.20

Budget/ Finance: Funding in the amount of \$243,550.00 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a service contract with Airy's, Inc. for Post #3 standby generator installation construction in the amount of \$243,550.00.

Attachments:

1. Bid Tab
2. Engineer's Estimate
3. Letter of Recommendation
4. Service Contract

THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2023-R-140**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AIRY'S, INC. FOR THE POST #3 LIFT STATION (7350 175th ST.) STANDBY
GENERATOR INSTALLATION CONSTRUCTION**

**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-140

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR THE POST #3 LIFT STATION (7350 175th ST.) STANDBY GENERATOR INSTALLATION CONSTRUCTION

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 Airy's, 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 7th day of November, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 7th day of November, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A CONTRACT BETWEEN THE VILLAGE OF
TINLEY PARK AND AIRY'S, INC. FOR THE POST #3
LIFT STATION (7350 175th ST.) STANDBY
GENERATOR INSTALLATION CONSTRUCTION**

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-140, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY’S, INC. FOR THE POST #3 LIFT STATION (7350 175th ST.) STANDBY GENERATOR INSTALLATION CONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November, 2023.

VILLAGE CLERK



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 10, 2023

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

Attention: Joe Fitzpatrick
Water and Sewer Superintendent

Subject: **Evaluation and Recommendation of Submitted Proposals**
Post 3 Pump Station Standby Generator Installation
Village of Tinley Park
(CBBEL Project No. 160373.00037)

Dear Joe:

On October 10, 2023, at 10:00 AM, bids were received at the Village of Tinley Park Village Hall and opened for the subject project. Five (5) Contractors downloaded the Contract Documents. Four (4) bids were received and were evaluated for the subject project.

EVALUATION OF SUBMITTED PROPOSALS

The work to be performed as part of the proposal included but is not limited to the following:

- Furnish and install diesel engine standby generator.
- Furnish and install automatic transfer switch (ATS).
- Furnish and install main disconnect switch.
- Furnish and install mini-power center.
- Furnish and install ancillary electrical cable and conduit.
- Modifications to existing SCADA system, pump control panel, and main distribution panel (MDP).

The submitted proposals are summarized in the table below and tabulated in detail on the attached spreadsheet.

COMPANY	BID TOTAL
Airy's, Inc.	\$243,550.00
Steve Spiess Construction, Inc.	\$244,461.00
Engineered Services, Inc. dba Powerlink Electric	\$255,900.00
Electrical Systems, Inc.	\$259,838.20
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$249,400.00</i>

CBBEL comments are as follows:

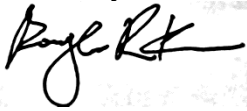
1. Each bidder submitted the required 10% Bid Bond, Certifications, Affidavits and acknowledged Addendum No. 1 in their respective bid. CBBEL believes that each company is qualified to perform the work.

RECOMMENDATION

CBBEL recommends that the Village of Tinley Park award a Contract to Airy's, Inc. of Joliet, Illinois to perform all work included in the amount of **\$243,550.00**. Airy's, Inc. has provided the lowest bid and is considered qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

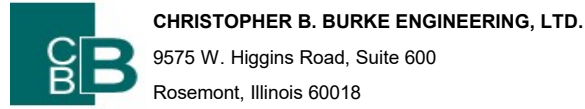
Sincerely,



Douglas Kerr, PE
Mechanical Project Manager

DRK/pjb

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VILLAGE OF TINLEY PARK
POST 3 PUMP STATION STANDBY GENERATOR INSTALLATION
CBBEL PROJECT NO. 160373.00037
BID TAB
BIDS OPENED OCTOBER 10, 2023 AT 10:00 AM AT VILLAGE HALL

CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		AIRY'S, INC. 21825 CHERRY HILL ROAD JOLIET, ILLINOIS 60433		STEVE SPIESS CONSTRUCTION, INC. 10284 VANS DRIVE FRANKFORT, ILLINOIS 60423		ENGINEERED SERVICES, INC. dba POWERLINK ELECTRIC 400 CORPORATE WOODS PARKWAY VERNON HILLS, ILLINOIS 60061		ELECTRICAL SYSTEMS, INC. 17335 SOUTH ASHLAND AVENUE EAST HAZEL CREST, ILLINOIS 60429	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
01 05 00/01	CONSTRUCTION LAYOUT	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,323.00	\$ 3,323.00	\$ 5,850.00	\$ 5,850.00	\$ 1,114.00	\$ 1,114.00	\$ 3,957.00	\$ 3,957.00
01 50 00/01	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 512.00	\$ 512.00	\$ 837.00	\$ 837.00	\$ 862.00	\$ 862.00	\$ 1,660.00	\$ 1,660.00
01 50 00/02	TEMPORARY FENCING (SITE PROTECTION)	FOOT	160	\$ 15.00	\$ 2,400.00	\$ 7.00	\$ 1,120.00	\$ 11.00	\$ 1,760.00	\$ 16.50	\$ 2,640.00	\$ 19.75	\$ 3,160.00
03 30 00/01	DIESEL ENGINE STANDBY GENERATOR FOUNDATION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 9,299.00	\$ 9,299.00	\$ 16,670.00	\$ 16,670.00	\$ 22,300.00	\$ 22,300.00	\$ 13,775.00	\$ 13,775.00
03 30 00/02	SIDEWALK, 5"	SQ FT	140	\$ 25.00	\$ 3,500.00	\$ 57.00	\$ 7,980.00	\$ 18.00	\$ 2,520.00	\$ 46.40	\$ 6,496.00	\$ 70.83	\$ 9,916.20
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 10,963.00	\$ 10,963.00	\$ 10,820.00	\$ 10,820.00	\$ 9,355.00	\$ 9,355.00	\$ 5,870.00	\$ 5,870.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,910.00	\$ 4,910.00	\$ 4,214.00	\$ 4,214.00	\$ 1,362.00	\$ 1,362.00	\$ 6,000.00	\$ 6,000.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 20,133.00	\$ 20,133.00	\$ 13,950.00	\$ 13,950.00	\$ 25,008.00	\$ 25,008.00	\$ 30,980.00	\$ 30,980.00
26 32 13/01	DIESEL ENGINE STANDBY GENERATOR	EACH	1	\$ 100,000.00	\$ 100,000.00	\$ 94,899.00	\$ 94,899.00	\$ 93,455.00	\$ 93,455.00	\$ 96,590.00	\$ 96,590.00	\$ 84,310.00	\$ 84,310.00
26 27 00/01	MINI-POWER CENTER	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 14,069.00	\$ 14,069.00	\$ 15,164.00	\$ 15,164.00	\$ 17,558.00	\$ 17,558.00	\$ 15,310.00	\$ 15,310.00
26 28 16/01	MAIN DISCONNECT SWITCH	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 17,508.00	\$ 17,508.00	\$ 18,540.00	\$ 18,540.00	\$ 16,143.00	\$ 16,143.00	\$ 19,695.00	\$ 19,695.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 12,240.00	\$ 12,240.00	\$ 13,425.00	\$ 13,425.00	\$ 13,695.00	\$ 13,695.00	\$ 14,185.00	\$ 14,185.00
26 56 00/01	LIGHTING EQUIPMENT	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,554.00	\$ 3,554.00	\$ 2,735.00	\$ 2,735.00	\$ 559.00	\$ 559.00	\$ 2,600.00	\$ 2,600.00
*	SCADA SYSTEM MODIFICATIONS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 9,112.00	\$ 9,112.00	\$ 10,270.00	\$ 10,270.00	\$ 9,828.00	\$ 9,828.00	\$ 15,870.00	\$ 15,870.00
*	PUMP CONTROL PANEL MODIFICATIONS	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 8,743.00	\$ 8,743.00	\$ 9,864.00	\$ 9,864.00	\$ 9,828.00	\$ 9,828.00	\$ 10,780.00	\$ 10,780.00
*	MAIN DISTRIBUTION PANEL MODIFICATIONS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 5,185.00	\$ 5,185.00	\$ 4,387.00	\$ 4,387.00	\$ 2,562.00	\$ 2,562.00	\$ 1,770.00	\$ 1,770.00
	CONTINGENCY	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
				TOTAL COST	\$ 249,400.00		\$ 243,550.00		\$ 244,461.00		\$ 255,900.00		\$ 259,838.20

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 **Airy's 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 **Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100 Cents (\$243,550.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

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 Ryan Hill, as President and on behalf of Ary's Inc. having been duly sworn under oath certifies that:
(Name) (Title)
(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, 1/1/1965

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

Describe supporting documentation attached: Certificate of Good Standing

Federal Employer I.D. #: 36-2898229

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

Registered with Illinois Department of Revenue:

Yes No

Describe supporting documentation attached (if "No," explain):

W-9 Form

Registered with Illinois Department of Employment Security:

Yes No

Describe supporting documentation attached (if "No," explain):

Wage Reporting Requirements

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes No

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

EOE Compliance

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

Yes No

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes No

License	Number	Date Issued	Current Expiration	Holder of License

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):

- PA 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.
- PA 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.
- PA Form C Additional Information (if required)
- PA Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- PA Illinois Department of Revenue registration
- PA Illinois Department of Employment Security registration
- PA Standards of Apprenticeship/Apprentice Agreements
- PA Substance Abuse Prevention program (or applicable provision from CBA in effect)
- PA Written Safety Policy Statement signed by company representative
- PA OSHA cards evidencing 10-hour or greater safety program completed, if requested
- PA Workers' Compensation Coverage
- PA 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.

Airy's 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.

Airy's 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.

Airy's 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.

Airy's 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)

Airy's Inc.
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
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.

Airy's Inc.
Name of Contractor (please print)


Submitted by (signature)

President
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


Airy's Inc.
Name of Contractor (please print)


Submitted by (signature)

President
Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: 
Printed Name: Ryan Hill
Title: President

10/16/2023
Date

VILLAGE OF TINLEY PARK

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

Date

ATTEST:

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

Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Exhibit A**SCOPE OF SERVICES**

The proposed construction consists of but are not limited to the following:

- A. Furnish and install diesel engine standby generator.
- B. Furnish and install automatic transfer switch (ATS).
- C. Furnish and install ancillary electrical cable and conduit.
- D. Modifications to existing SCADA system and pump control panel.

Proposal Title:
VILLAGE OF TINLEY PARK
Post 3 Pump Station Standby Generator Installation

Dated: October 10, 2023

Exhibit B**INSURANCE REQUIREMENTS**

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

INSURANCE - Please submit certificate with your response.

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

A. Worker's Compensation and Employer's Liability with limits not less than: 1. Worker's

Compensation: Statutory;

2. Employer's Liability: \$1,000,000 injury-per occurrence;

3. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than: 1. Automotive Liability Combined Single Limit: \$1,000,000 per accident

C. Commercial General Liability with coverage written on an "occurrence" as is and with limits no less than: 1. Each Occurrence: \$1,000,000, to include Insurance Services Office (ISO) Form CG 00-01

2. General Aggregate: \$2,000,000

3. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

D. Professional Liability (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

E. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

F. Coverage's shall include: 1. Premises/Operations

2. Independent Contractors

3. Personal Injury (with Employment Exclusion deleted)

4. Broad Form Property Damage Endorsement

5. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

G. Umbrella Policy. The required coverage's may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds

the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
4. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
5. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
6. Verification of Coverage: Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
7. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.



AIRYIC1

OP ID: SI

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/13/2023

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: AssuredPartners - Palatine IL, dba Dohn & Maher Associates, 4811 Emerson Avenue, Suite 102, Palatine, IL 60067-7416, Carl E. Dohn Jr. 847-303-6800
CONTACT NAME:
PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963
E-MAIL ADDRESS: certificates.dohn@assuredpartners.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Valley Forge Ins Co AXV 20508, INSURER B: Continental Casualty Co A XV 20443, INSURER C: Continental Insurance Co AXV 35289, INSURER D: Allied World Assurance Co. AXV 19489, INSURER E: , INSURER F:
INSURED Airy's Inc. 21825 Cherry Hill Rd Joliet, IL 60433

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Leased/Rented Eq, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CBBEL Proj #16-0373 00037 Post 3 Pump Station Standby Generator Installation. The following are included as Additional Insured to General Liability (coverage form attached), Automobile and Excess/Umbrella coverage as required by written contract with respects to work performed by the Named Insured: See attached. Airys #E23-G018

CERTIFICATE HOLDER: Village of Tinley Park, 16250 Oak Park Ave., Tinley Park, IL 60477
CANCELLATION: 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: Carl Dohn Jr.

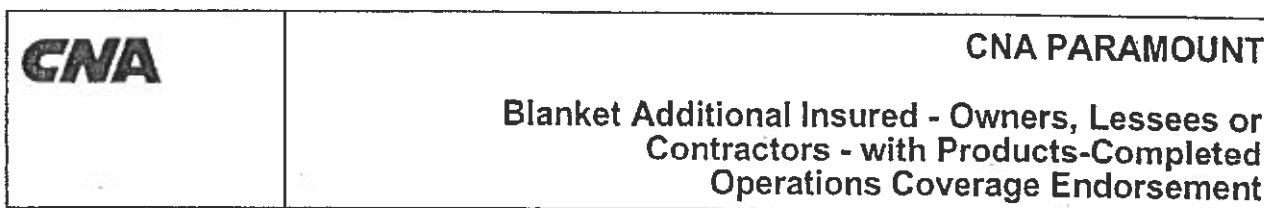
NOTEPAD:HOLDER CODE VLGTLN
INSURED'S NAME Airy's Inc.AIRYIC1
OP ID: SMPAGE 2
Date 10/13/2023

Additional Insureds: Village of Tinley Park, its officers, officials, employees and volunteers; Christopher B Burke Engineering Ltd and its officers, agents and employees.

The General Liability and Automobile Additional Insured is on a Primary and Non-Contributory basis.

Excess/Umbrella Liability coverage is following form.

A Waiver of Subrogation in favor of the Additional Insureds is included under the Workers Compensation coverage as required by written contract.



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, 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 or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 1. the written contract requires you to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. 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; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2


Valley Forge Insurance Company

Insured Name: Airy's, Inc.

Policy No: 6072420499

Endorsement No:

Effective Date: 09/30/2023

	<p style="text-align: right;">CNA PARAMOUNT</p> <p style="text-align: center;">Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement</p>
---	--

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
Valley Forge Insurance Company
Insured Name: Airy's, Inc.

Policy No: 6072420499
Endorsement No:
Effective Date: 09/30/2023

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) count of residence.

Name	E/I	Trade	WC – Y/N	County of Residence
Aaron Love	E	Laborer Foreman	Y	Will
Bernard Klimas, Jr.	E	Laborer Top Man	Y	Cook
Billy Huling	E	Operator Class 1	Y	Will
Brandon Rossiter	E	Laborer Top Man	Y	Will
Brian Edwards	E	Operator	Y	Cook
Bruno Modolo	E	Laborer Top Man	Y	Will
Charles Nardini	E	Operator Class 3	Y	Kane
Daniel Cadena	E	Laborer Foreman	Y	Kendall
David Narkis	E	Laborer Top Man	Y	Grundy
Doug Kiser	E	Laborer Top Man	Y	Will
Doug Nelson	E	Operator Mechanic	Y	Will
Emily Brown	E	Operator Class 3	Y	Porter
Fidel Salinas	E	Laborer Foreman	Y	Cook
Hector Gonzalez	E	Laborer Bottom Man	Y	Kendall
Heriberto Fernandez	E	Operator Class 4	Y	Grundy
Jacob Range	E	Operator Class 4	Y	Grundy
Jaime Newell	E	Laborer Top Man	Y	Will

James Nicosia	E	Operator Class 1	Y	Will
Jason Bettenhausen	E	Operator Class 3	Y	Will
Jeffrey Bettenhausen	E	Laborer Top Man	Y	Will
Joe Allan	E	Laborer Foreman	Y	Will
Joseph Huguelet	E	Laborer Bottom Man	Y	Cook
Josh Gautschy	E	Laborer Top Man	Y	Will
Juan Ponce	E	Laborer Bottom Man	Y	Cook
Kyle Short	E	Laborer Apprentice	Y	Grundy
Matthew Craven	E	Laborer Foreman	Y	Will
Matthew Hareld	E	Laborer Top Man	Y	Will
Matthew Ketelaar	E	Operator Class 1	Y	Will
Matthew Witvoet	E	Operator Class 1	Y	Kankakee
Nels Hanson	E	Laborer Top Man	Y	DeKalb
Nicholas Tedeschi	E	Laborer Top Man	Y	Will
Nick Hedges	E	General Foreman	Y	Cook
Noe Silva	E	Laborer Top Man	Y	Cook
Paul Petry	E	Operator Class 2	Y	Kendall
Rene Silva	E	Laborer Foreman	Y	Cook
Robert Johnson	E	Operator Class 3	Y	Will
Robert Nelson	E	Plumber Foreman	Y	Cook
Sam Buonauro	E	Superintendent	Y	Will
Teddy Diaz	E	Laborer Top Man	Y	Will
Thomas Land	E	Plumber Superintendent	Y	Cook

Thomas Witvoet, Jr.	E	Operator Class 1	Y	Kankakee
Tommy Newton	E	Operator Class 2	Y	Will
Wade Phillips	E	Laborer Top Man	Y	Ogle

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 three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final Price	Subcontractors
Village of Tinley Park LaGrange Rd WM Extension 2022	Joe Fitzpatrick 708.444.5535	\$1,452,000.00	-Davis Concrete Construction -Season Landscape Construction
Village of Tinley Park Western Pressure Zone Booster Pump Station 2022	Joe Fitzpatrick 708.444.5535	\$3,436,250.00	-McGill Construction -Schatz Services -Season Landscape Construction
Illinois American Water Company CS Airport S. Wolf Rd WM Relocation 2022/2023	Eric Lareau 630.739.8837	\$2,311,792.00	-McGill Construction -Season Landscape Construction
Illinois American Water Company Oneida, Bittersweet, Sitka WMR 2022/2023	Eric Lareau 630.739.8837	\$2,149,848.00	-Carlin Moran Landscape, Inc. -Davis Concrete Construction -McGill Construction
Village of Chicago Ridge 99 th St Lift Station Improvements 2023	Stan Barwock 708.425.7700	\$1,115,000.00	-Metropolitan Pump Company -McGill Construction
Village of East Hazel Crest Center St Meter Vault & WM Installation 2023	Melanie Arnold 815.412.2707	\$791,250.00	-McGill Construction -Season Landscape Construction
Village of East Hazel Crest Lathrop Ave & 174 th St WM Extension 2023	Melanie Arnold 815.412.2707	\$449,950.00	-McGill Construction -Season Landscape Construction

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.

N/A

Date	Law	Determination	Penalty

Bond No. 9197362

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Airy's, Inc.
21825 Cherry Hill Road
Joliet, IL 60433

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date: October 13, 2023

Amount: \$ 243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Description:
(Name and location)

Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)

BOND
Date: October 13, 2023

(Not earlier than Construction Contract Date)

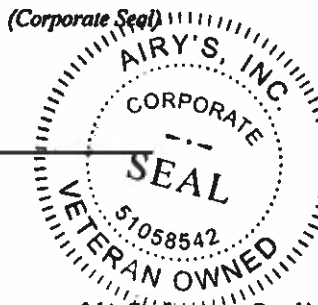
Amount: \$ 243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond: None Sec Section 16

CONTRACTOR AS PRINCIPAL

Company:
Airy's, Inc.

Signature: 
Name Ryan Hill
and Title: President



SURETY

Company: Swiss Re Corporate Solutions Premier Insurance Corporation

Signature: 
Name Laura Priester
and Title: Attorney-in-Fact



Surety Phone No. 847-273-1300

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Assured Partners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102
Palatine, IL 60067
847-303-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Bond No. 9197362

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Airy's, Inc.
21825 Cherry Hill Road
Joliet, IL 60433

SURETY:
(Name, legal status and principal place of business)

Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: October 13, 2023

Amount: \$243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)

BOND

Date: October 13, 2023

(Not earlier than Construction Contract Date)

Amount: \$243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond: None See Section 18

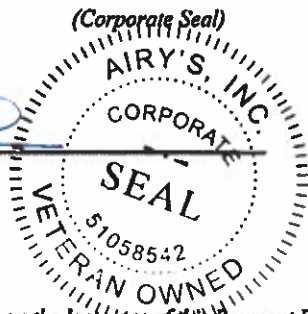
CONTRACTOR AS PRINCIPAL

Company:

Airy's, Inc.

Signature: _____

Name Ryan Hill
and Title: President



SURETY

Company:

Swiss Re Corporate Solutions Premier Insurance Corporation

Signature: _____

Name Laura Priester
and Title: Attorney-in-Fact



Surety Phone No. 847-273-1300

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AssuredPartners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102
Palatine, IL 60067
847-303-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Laura Priester

Principal: Airy's, Inc.
Obligee: Village of Tinley Park
Bond Description: Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)
Bond Number: 9197362
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of October, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

12/12/22, 11:15 AM

Corporation/LLC Search/Certificate of Good Standing

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 51058542
 Entity Name AIRY'S INC.
 Status
 ACTIVE

Entity Information

Entity Type
 CORPORATION
 Type of Corp
 DOMESTIC BCA
 Incorporation Date (Domestic)
 Wednesday, 22 December 1976
 State
 ILLINOIS
 Duration Date
 PERPETUAL

Agent Information

Name

12/12/22, 11:15 AM

Corporation/LLC Search/Certificate of Good Standing

RYAN E HILL

Address

21825 CHERRY HILL RD
JOLIET , IL 60438

Change Date

Wednesday, 2 December 2020

Annual Report

Filing Date

Monday, 24 October 2022

For Year

2022

Officers

President

Name & Address

RYAN HILL 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Secretary

Name & Address

STUART JELM 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Assumed Name

ACTIVE

AIRY'S INFRASTRUCTURE

Old Corp Name

08/26/1988

AIRY'S PLUMBING CO., INC.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Airy's, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 21825 Cherry Hill Road.	Requester's name and address (optional)
6 City, state, and ZIP code Joliet, IL 60433	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
3	6		-	2	8	9	8	2	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Wage Reporting Requirements

APR 08 REC'D



#BWNKMGV
#CNXX X151 8598 4727#
AIRY'S INC
AIRY'S INC
21825 S CHERRY HILL RD
JOLIET IL 60438-8448

Mail Date: 04/02/2022
Letter ID: ONXXX15135984727

Account ID: 1803230

Notice of Wage Reporting Requirement Effective 07/01/2022 Electronic Filing Requirement for Employers with 25 or More Employees

Employers who report a total of 25 or more employees (not necessarily all 25 at the same time) during a calendar year will be required to file electronic wage reports on a monthly basis. Monthly wage reporting is a key tool in fighting fraud and decreasing unemployment insurance contribution rates.

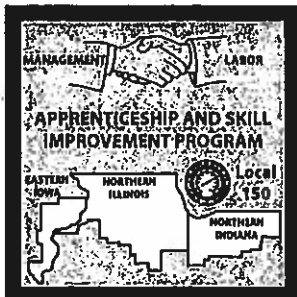
Based on the Department's records, your company reported a total of 25 or more employees for calendar year 2021 and therefore, you will be required to file electronic wage reports on a monthly basis for the period beginning July 2022 and continuing through June 2023. Failure to submit the wage reports electronically as required, either through MyTaxIllinois.gov, FSET (through QuikBooks or other vendor software), or through the Gateway (used by large service bureaus or employers), will result in a late filing penalty.

1. Reports for the First Two Months of Each Quarter
 1. Reports for each of July, August, October, November, January, February, April and May only include the wages paid for that month and are due on or before the end of the last day of the following month (for example, the July report is due on or before August 31).
 2. Reports should contain only employee names, social security numbers and each employee's total wages for the period being reported.
 3. Unemployment insurance contributions are not calculated or remitted.
2. Reports for the Third Month of Each Quarter
 1. Reports for each of the months of September, December, March and June include the wages paid for the entire quarter which includes that month and are due on or before the end of the last day of the following month (for example, the September report, which will cover the entire third quarter, is due on or before October 31).
 2. Unemployment insurance contributions are calculated and remitted.

Please visit our website Ides.Illinois.gov for information on reporting deadlines, the benefits of electronic reporting, its impact on detection of fraud, improper payments, and late filing penalties. For any other questions, please call us at the number below.

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
33 S STATE ST, 10TH FLOOR
CHICAGO, IL 60603-2802

Employer Hotline: (800) 247-4984
Fax: (217) 557-1948



James M. Sweeney / Chairman

David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

September 28, 2022

Emily Brown
402 Birch Dr.
Hebron, IN 46341

O A 2 *changed ✓*

Dear Apprentice:

Our records indicate that effective **September 26, 2022** you have been advanced to the following year of your Apprenticeship Training:

2.0 YEAR

This is your letter of verification. If you are working, it is your responsibility to notify your employer that you have been advanced and should be paid accordingly.

If you have any questions concerning this matter, please feel free to contact this office at your convenience.

Sincerely,

James M. Sweeney
Chairman

JS/je



Airy's, Inc. Safety Policy

Airy's, Inc. has long recognized the importance of safety and loss prevention in its operations. We recognize the importance and accept the responsibility and challenge to maintain an environment for Airy's, Inc. Employees that is as safe and free of hazards as possible. Our goal is to keep Airy's, Inc. the best and safest place to work.

To accomplish this goal, it is the responsibility of all Airy's, Inc. Employees to maintain a safe work place and to perform each task with an ultimate concern for potential dangers that may exist to them or others around them. Prevention of accidents and injuries is a primary concern, because excessive accident costs not only affect the organization, but each individual Employee. Accident costs must be controlled, and Employee tragedies prevented.

To be fully effective, we must consider accident prevention to be an integral part of normal operations. The methods for controlling the cause of accidents must be identical with the methods we use in controlling other operating problems. Conformance to OSHA safety laws and regulations relating to Airy's, Inc. operations is expected. All management and supervisory personnel are expected to be thoroughly familiar with such laws and regulations, and to foster good safety practices and compliance within their own areas of responsibility and authority.

- Heavy Equipment Operators

Heavy Equipment Operators are the final authority as to the operation of their equipment, and therefore, the responsibility for the safe movement and operation rests solely with the said Operator.

Operators are not to allow anyone to ride in or on their equipment unless the passenger is sitting in an approved seat wearing an approved seatbelt. This means that people riding on the sides of equipment or in the bucket will not be tolerated.

Any time an Operator is at the controls of a machine that is involved in hitting **marked** utilities and/or overhead power lines may be required to take a drug/alcohol test immediately. Failure to do so may be subject to disciplinary action up to and including termination of employment.

- Laborers

Laborers are required to be OSHA certified competent persons. Laborers that are not OSHA certified competent persons are required to attend the next available competent person seminar available through the Local Union Training Center or the Chicagoland Construction Safety Council.

Laborers are to wear hard hats and reflective vests at all times. Hearing and eye protection are to be worn at all times when operating a chop saw, coring machine, or walk behind saw. All other times are at the discretion of the Employee.

I acknowledge that it would be impractical to set forth a list of all unsafe activities. However, I understand these guidelines constitute some of the operating policies and procedures of this organization and that I will abide by the requirements contained therein. I also acknowledge that failure to abide by company policies and procedures, which in the judgment of senior management is not consistent with this policy, shall be grounds for disciplinary action, up to and including termination of employment. I further acknowledge that these guidelines are not an employment contract and that I am an employee at will.

Employee Signature: _____



Date: _____

10/16/2023



**Workers Compensation And Employers Liability Insurance
Information Page**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

Policy Information

Coverage Provided By	Policy Number
Continental Casualty Company a Stock Insurance Company 151 N Franklin St Chicago, IL 60606 NCCI Carrier Code: 10243	Policy Number: WC 7 11390037 Renewal of: WC 7 11390037

Item 1 Named Insured and Mailing Address **Producer Information**

AIRY'S INC. 21825 CHERRY HILL RD JOLIET, IL 60433-8448	DOHN & MAHER ASSOCIATES 4811 EMERSON AVE STE 102 PALATINE, IL 60067-7418
Type of Entity: Corporation (Not Otherwise Classified) Producer Processing Code: 010-011049	
FEIN Number: 36-2898229	
Intrastate ID No.: 120269674	
If there are other Named Insureds: See Name and Address Schedule attached.	
If there are other work places not shown above: See Name and Address Schedule attached.	

Item 2 Policy Period

09/30/2022 to 09/30/2023 at 12:01 a.m. Standard Time at the Named Insured's mailing address shown above.
Anniversary Rating Date: NONE

Item 3 A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here:

States: IL

Item 3 B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

WC000001

Form No: P-33398-E (06-1987) Information Page; Page: 1 of 2 Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606	Policy No: WC 7 11390037 Policy Effective Date: 08/30/2022 Policy Page: 13 of 53
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**Workers Compensation And Employers Liability Insurance
Information Page**

Schedule of Operations

Class Code	Classification of Operations	Estimated Total Annual Remun	Rate per \$100 Remun	Estimated Annual Premium
State - Illinois				
Location 001				
8810	Clerical Office Employees NOC			
6221	Concrete Or Cement Work--Floors, Driveways, Yards Or Sidewalks--& Drivers	If Any		
8227	Construction Or Erection Permanent Yard	50,000		
5608	Contractor--Project Manager, Construction Executive, Construction Manager Or Construction Superintendent	240,000		
8217	Excavation & Drivers	14,000		
0042	Landscape Gardening & Drivers	If Any		
5183	Plumbing NOC & Drivers	If Any		
8742	Salespersons Or Collectors--Outside	If Any		
6306	Sewer Construction--All Operations & Drivers	70,000		
9402	Street Cleaning & Drivers	40,000		
8319	Water Main Or Connection Construction & Drivers	3,000,000		
6319F	Water Main Or Connection Construction & Drivers	If Any		
Subtotal for Location # 001				
0930	Waiver Of Subrogation		0.0200	
9812	Employers Liability Increased Limits		0.0140	
9664	Deductible Credit Subject To Exp Rating		0.0207	
Total Premium subject to Experience Modification				
9898	Final Experience Modification Effective 09/30/2022 Intrastate ID: 120269674		0.8100	
9048	IL Contracting Class Premium Credit		0.8100	
9887	Schedule Modification Adjustment Credit		0.8700	
Total Estimated Standard Premium				
0084	Premium Discount - Non Stock		0.0469	
0900	Expense Constant			

WC000001

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STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION